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ABSTRACT

Contained in this document are three labor contracts made by and between Syracuse University and Local 200 General Services Employees' Union, Service Employees' International Union, AFL-CIO. The purpose of the agreements is to promote and maintain good relations between the university, the union, and the employees represented by the union and to make clear the basic provisions on which such relations depend. Contained in the first section is the agreement made on April 3, 1974 that terminates June 30, 1976. The second section contains the agreement covering the period from September 1, 1974 through August 31, 1977. The third section contract was made on July 1, 1974 and will remain effective until June 30, 1977. Articles of the agreements in sections 2 and 3 cover: management rights, union security, strikes, wages, transfer, grievance and arbitration, retirement, leaves of absence, educational benefits, and holidays. Section 1 also includes: labor-management committee, personnel files, overtime, seniority, transfers and promotions, discharge and discipline, insurance, and additional benefits. (PG)

ED104193

AGREEMENT

between

Syracuse University

Syracuse, New York

and

Syracuse University Employees' Union

LOCAL 200 of the

GENERAL SERVICE EMPLOYEES'

INTERNATIONAL UNION

Syracuse, New York

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HE 006299

April 3, 1974 to June 30, 1976

INDEX

PREAMBLE		1
ARTICLE I	Purpose and Intent	1
ARTICLE II	Recognition	2
ARTICLE III	Management Rights	2
ARTICLE IV	Nondiscrimination	3
ARTICLE V	Strikes and Lockouts	3
ARTICLE VI	Union Security	3
ARTICLE VII	Check-off	5
ARTICLE VIII	Labor-Management Committee	5
ARTICLE IX	Personnel File	5
ARTICLE X	Wage and Classification	7
ARTICLE XI	Hours of Work and Overtime	7
ARTICLE XII	Seniority	8
ARTICLE XIII	Work Performed Outside of Classification	9
ARTICLE XIV	Transfer and Promotion	9
ARTICLE XV	Leave of Absence	10
ARTICLE XVI	Grievance and Arbitration	11
ARTICLE XVII	Discharge and Discipline	11
ARTICLE XVIII	Vacation	12
ARTICLE XIX	Holidays	13
ARTICLE XX	Disability and Sick Leave Plan	14
ARTICLE XXI	Group Life Insurance	14
ARTICLE XXII	Health Care Plan	15
ARTICLE XXIII	Retirement	15
ARTICLE XXIV	Educational Benefits	15
ARTICLE XXV	Personal Business	16
ARTICLE XXVI	Auto Expense	16
ARTICLE XXVII	Jury Duty	16
ARTICLE XXVIII	Death in Family	17
ARTICLE XXIX	Duration of Agreement	17
ARTICLE XXX	Notice or Communication	17
ARTICLE XXXI	Agreement Subject to Applicable Law	17
ARTICLE XXXII	Bulletin Boards	18
ARTICLE XXXIII	Additional Benefits	18
ARTICLE XXXIV	Application of Contract	18

PREAMBLE

This is a Labor Contract made and entered into this 4rd day of April, 1974 by and between SYRACUSE UNIVERSITY (hereinafter called the "University" or the "Employer") and LOCAL 200 GENERAL SERVICE EMPLOYEES' UNION, SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO (hereinafter called the "Union").

ARTICLE I

Purpose and Intent

Section 1. The purpose of this Agreement is to promote and maintain good relations between the University, the Union, and the employees represented by the Union and to make clear the basic provisions upon which such relations depend. It is the intention of both parties to provide adequate library service and improve same when possible as well as maintain satisfactory conditions and terms of employment. To that end the University and the Union undertake to prevent or adjust misunderstandings and grievances related to employment arising hereunder.

ARTICLE II

Recognition

The University recognizes the Union as the sole bargaining agent for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all full-time and regular part-time employees excluding students, seasonal temporary employees, supervisory and confidential employees.

The bargaining unit is as defined below:

All full-time and regular part-time non-professional library employees (who work at least 20 hours per week) employed by Syracuse University, excluding all students who work less than full time (37½ hours per week), the Director and Assistant Directors of the library system and all other professional librarians, programmers, program coordinators, the following Technical Associates: Acquired Cataloging Supervisor; Periodical Processing Supervisor; Catalog Maintenance Supervisor; Bibliographer; Head, Geology Branch Library; Head, Physics Branch Library; Head Mathematics Branch Library; Head, any Branch Library. As confidential employees, the following: the secretaries to the Director and Assistant Directors of the Library, the personnel assistant and personnel clerk; as supervisors, the Accounting Supervisor, Senior Clerk-Serials acquisitions, Periodicals Room Supervisor, Senior Data Entry Supervisor, Circulation Supervisors, Manual File Assistant; and also excluding all truck drivers and helpers.

Definitions.

A full-time employee is one who is hired for a work schedule of not less than five (5) days per week, seven and one-half (7½) hours per day and twelve (12) months per year.

A regular part-time employee is an employee who is working on a planned basis of at least twenty (20) hours per week, twelve (12) months a year, or an employee working thirty-seven and one-half (37½) hours per week, seven and one-half (7½) hours per day and not less than nine (9) months per year.

ARTICLE III
Management Rights

Section 1. Except as otherwise provided herein and subject to the terms of this Agreement, all rights, functions and prerogatives of management will remain vested in the University, such as the right to hire and the right to discipline or discharge for proper cause, the right to decide qualifications, the right to lay off for lack of work or lack of funds, the right to discontinue jobs, the right to make rules and regulations governing conduct and safety, the right to determine hours and schedules and assignment of work, to require reasonable standard of performance and maintenance of order and efficiency, the right to reorganize, discontinue or enlarge any department or division of the Library, the right to transfer employees within departments, to other departments of the Library within classification, the right to introduce new or improved methods or facilities, the right to promote and demote, the right to hire students (for jobs traditionally and normally performed by students) without reference to this agreement and the right to subcontract work.

Section 2. The University agrees that subcontracting work will be based on business reasons only and will not be intended to harm or undermine the Union or employees, nor will an employee be laid off for lack of work during the period in which the work of the employee's particular occupation is being performed by a subcontractor.

ARTICLE IV
Nondiscrimination

Section 1. It is agreed by the University and the Union that neither party shall discriminate against any employee or applicant or any Union member or applicant for membership in the Union because of race, sex, color, creed, national origin, age, lawful political affiliation and/or lawful political activity, or because of his or her activities in the Union.

Section 2. Employees shall not be prohibited by either party from engaging in lawful political activities as long as such activity does not conflict or interfere with the performance of their University duties.

ARTICLE V

Strikes and Lockouts

Section 1. During the term of this Agreement, there shall be no strike, work stoppage, slow down interruption or picketing. Should any employee be proven to encourage or participate in the violation of this Article, he shall be subject to discipline including discharge and such action shall not be subject to the grievance procedure or arbitration.

Section 2. Exceptions to the provisions of section 1 are defined in Article X (Wages and Classification.)

Section 3. The University agrees that during the term of this Agreement there shall be no lockout.

Section 4. Exceptions to the provisions of Article 5 are defined in Article X (Wages and Classification.)

ARTICLE VI

Union Security

Section 1. Each employee who on the date of signing this Agreement is a member of the Union and each employee who becomes a member after that date shall, as a condition of continued employment, remain a member of the Union for the duration of this Agreement.

Section 2. Each new employee hired on or after the date of signing this Agreement shall, as a condition of continued employment, beginning on the day following expiration of his sixty (60) day probationary period, acquire and maintain membership in the Union.

Section 3. An employee's membership shall be deemed maintained so long as he tenders the uniformly required monthly dues to the Union.

Section 4. Notwithstanding the foregoing, any employee who is required to acquire and/or maintain Union membership by the provisions of this Article, shall have the right to withdraw from the Union, without penalty, by submitting to the Union (with a copy to the University) a written notice of withdrawal at least fifteen (15) but not more than thirty (30) days prior to the scheduled termination date of this Agreement.

ARTICLE VII

Check-off

Section 1. Any employee who so desires may have the University deduct on a monthly basis, an amount equal to that employee's monthly Local 200, SEIU membership dues and initiation fees from such employee's pay. This request for dues and initiation fees deductions must be signed by the employee and the following form shall be utilized:

DUES DEDUCTION AND INITIATION FEE AUTHORIZATION TO: SYRACUSE UNIVERSITY

I hereby authorize you to deduct and withhold from my wages on a monthly basis the amount specified as dues and initiation fees by Local 200, General Service Employees' Union, Service Employees' International Union, AFL-CIO and to remit the same monthly to 3060 Erie Boulvard E., Box 1200, Syracuse, New York, or at whatever address such Union may be located if the same is changed following the signing of this authorization. This authorization shall be irrevocable for a period of one (1) year or for the period of the Agreement between Syracuse University and Local 200, General Service Employees' Union, Service Employees' International Union, dated April 3, 1974, whichever shall occur sooner, and shall thereafter be renewed for yearly periods unless revoked by me no later than fifteen (15) days immediately preceding the termination of such Agreement or one (1) year from the date shown below, whichever occurs sooner. Such revocation must be in writing bearing the date revoked and my signature.

I release the University from any and all liability for making this dues and initiation fees check-off from my pay.

Date: _____

_____

Address

_____

(Employee) Print

_____

Signature

Soc. Sec. No. _____

Section 2. Upon receipt by the University of an individual written authorization (of the form set forth in Section 1), the University shall, while this authorization and this Agreement remain in effect, deduct from the employee's pay each month these monthly membership dues and initiation fees in Local 200, GSEIU and transmit the money thus deducted, together with a list of names of the employees from whose earnings the deductions were made, to Local 200, GSEIU on or before the 20th day of the month following that month in which deductions are made. No deduction shall be made in any one pay period for any amount of money greater than one (1) month's monthly membership dues and initiation fees, and all deductions shall normally be made on the first semi-monthly pay period each month.

Section 3. Local 200, GSEIU shall certify in writing and submit to the University the amount of its regular monthly dues and initiation fees to be deducted under the provisions of this Article. If the amount of regular monthly dues or initiation fees is changed during the term of the Agreement, Local 200, GSEIU shall certify in writing to the University the nature and effective date of the change, thirty (30) days prior to the change.

Section 4. Local 200, GSEIU shall indemnify and protect the University against all forms of liability and claims which may arise by reason of the University's compliance with this Article.

ARTICLE VIII
Labor-Management Committee

Section 1. A Labor-Management Committee shall be established wherein employees covered by this Agreement (normally not to exceed 4 and in such cases where the employee members exceed 4 it is with Management's consent) and representatives of Syracuse University shall normally meet on the second Wednesday of each month. Such Committee shall meet to discuss current job-related problems.

Section 2. Any member of the Union selected to serve on this Committee shall be allowed reasonable time off (subject to work requirements at the time of the request) for the performance of such duties, but the University shall not be required to pay such employees for time spent beyond the employee's normal work hours. The Committee's meetings will be held commencing at 2:30 p.m. at a place designated by the University.

ARTICLE IX
Personnel File

Section 1. Any employee covered by this Agreement shall after completing his probationary period, have the right to review material dating from the first date of employment contained in his personnel file. Such review will be carried out with an employee of the Personnel office on an appointment basis.

Section 2. If, in the opinion of the employee, the file contains erroneous or irrelevant information the employee shall have the right to reduce his objections or corrections to writing which will be included as part of the personnel file.

Section 3. The employee shall also have the right to review all work performance evaluations prior to their becoming part of the employee's record.

ARTICLE X
Wage and Classification

Section 1. Job titles by grades will be listed in Appendix I

Section 2. No employee will be paid less than the minimum nor more than the maximum of the grade of the employee's job which are listed as follows:

	1973-1974			1974-1975			
						Increment	
						Grade	Standard
Grade	Min.	Max.	Inc.	Min.	Max.	Change	Annual
22	4301	4981	223	4650	5330	340	350
23	4640	5490	245	4990	5840	300	350
24	5016	6050	270	5290	6325	410	360
25	5423	6667	297	5700	6945	440	360
26	5864	7348	327	6140	7625	500	360
27	6340	8099	359	6640	8400	540	380
28	6857	8920	395	7180	9250	580	380

Section 3. In the event of transferring an employee to a higher rated job the employee will be entitled to one grade change increment of his current classification or to the minimum of the new classification whichever is higher.

Section 4. The July 1, 1974 wage increase of seven per cent (7%) of current payroll will be added to June 30 annual rate by grade as follows:

Grade 22	350
Grade 23	350
Grade 24	360
Grade 25	360
Grade 26	360
Grade 27	380
Grade 28	380

Section 5. All wages outlined above will remain in effect through June 30, 1975.

Section 6. On June 1, 1975 this contract shall be reopened for the sole purpose of re-negotiating the wages to be effective on July 1, 1975. This reopener shall not affect any of the remaining provisions of this agreement, except as follows. The prohibitions contained in Article V (Strikes and Lockouts') shall continue until October 1, 1975. In the event that no agreement on wages pursuant to this reopener is reached by October 1, 1975 then the provisions of Article V shall be suspended until the date of agreement on wages. Any dispute relative to wages under the reopener shall not be subject to the grievance and arbitration provisions of Article XVI.

Section 7. During the course of negotiations leading to this agreement there were discussions and understandings relative to the reclassification of employees. It is understood, however, that reclassification and regrading is the sole function of

management and may be continually exercised by the University throughout the term of this Agreement.

ARTICLE XI
Hours of Work and Overtime

Section 1. Nothing in this Agreement shall be construed as a guarantee or limitation of hours to be worked per day, per week or for any other period of time or as a limitation on the right of the University to require reasonable amount of overtime work.

Section 2. The normal workweek is thirty-seven and one-half (37½) hours scheduled consistent with the needs of the University. Since the Library normally is open seven (7) days per week, daily and weekly work schedules shall be made by the University and such schedules may be changed by the University from time to time to meet varying conditions.

Section 3. Time and one-half the regular rate of pay shall be paid for all hours worked in excess of thirty seven and one-half (37½) hours in any one workweek but not for hours worked in excess of seven and one-half (7½) in a day.

Section 4. When an employee works on any of the holidays described in Sections 1 and 2 of Article XIX, he will be paid at the rate of one and one-half times his regular rate for hours worked. In addition he will be paid holiday pay at his straight time rate.

Section 5. Effective July 1, 1974, any work schedule that regularly starts at or after 7:00 a.m. but before 2:30 p.m. is considered the day shift. Employees who are assigned to a shift that starts at 2:30 p.m. or later, will receive in addition to normal pay, a fifteen (15) cent per hour differential.

ARTICLE XII
Seniority

Section 1. Overall seniority is defined as the length of service of any employee starting with the employee's most recent date of hire on either a full-time or regular part-time basis.

Section 2. Library seniority is defined as the length of service of any employee starting with the employee's most recent date of hire in the Library.

Section 3. Separate seniority rosters shall be maintained for regular part-time and full-time employees. Employees transferring from part-time to full-time or vice versa shall be given seniority according to mutual agreement of the Union and the University.

Section 4. Each new employee engaged by the University shall be deemed, for the first sixty (60) days of his employment, to be engaged for a trial or probationary period during which period the University may discharge such employee and such discharge

shall not be subject to the grievance procedure. During such period, the employee shall be entitled to no seniority rating or right. If such newly hired employee has successfully completed the probationary period, the employee shall be credited with seniority as of the date of hire.

Section 5. In the event of layoff, the University shall determine the number of employees to be laid off and such layoff will be in accordance with Library seniority by job title. Employees on the part-time seniority roster shall be laid off prior to employees on the full-time roster. Employees affected by lack of work shall have the opportunity to displace an employee on an equally rated or lower rated job with less seniority first in his own department and then in the other departments of the Library, providing the employee has the skill and ability to perform the work. In the event of recall, the employee with the greatest Library seniority will be recalled first.

Section 6. Employees covered by this Agreement shall lose seniority for the following reasons:

a) Discharge for just cause.
b) Resignation or retirement.
c) After having been on layoff for a period of one year or longer.
d) Failure to contact the University within three (3) working days of receipt of registered letter with reference to recall.
e) Failure to return to work within seven (7) working days after receipt of registered letter in reference to recall.
f) Failure to return to work at the expiration of any authorized leave of absence.
g) Failure to report to work for three (3) consecutive days without notifying the University of the reason within the three (3) day period.

Section 7. In the event of a layoff the University agrees that four (4) divisional officers of Local 200 while holding such offices, shall be the last to be laid off from their respective occupations, provided they have qualifications, skill and ability to perform available work. The officers shall be President and Stewards.

ARTICLE XIII
Work Performed Outside of Classification

When an employee is assigned, on a temporary basis, to any established classification with a higher rate of pay and performs all aspects of the job, the employee will be entitled to an additional twenty (20) cents per hour provided the employee works on the higher classification job at least seven and one-half (7½) hours in one day or twenty (20) hours or more in a single week.

ARTICLE XIV
Transfer and Promotion

Section 1. All regular full-time job vacancies will be posted for four (4) working days. Preferance shall be given to employees within the department where a vacancy exists before considering employees from any other department in the Library.

Section 2. Whenever a vacancy for a job occurs and there are no interested and/or qualified employees within the same department where the vacancy occurs, the University will give consideration to other employees who have indicated, in writing, a desire to be considered eligible by the University. In the event that training, experience and skill are equal, the candidate with the most seniority will be given preference.

Section 3. A transferred employee shall serve a trial period up to sixty (60) days during which time his qualifications and performance shall be judged for permanent transfer.

Section 4. Where there are no qualified employees available to fill vacancies, the University reserves the right to hire qualified employees.

ARTICLE XV
Leave of Absence

Section 1. Leaves of absence are available to full-time employees only. Each full-time employee must have at least six months of continuous service to be eligible to apply for Leave of absence without pay. Such leave may be granted not to exceed the employee's length of service on a position covered by this Agreement. In no case will the leave of absence exceed one year.

Section 2. Application for leave of absence with reasons should be submitted, in writing, to the employee's supervisor and approval should not be unreasonably withheld. The work requirements of the University may constitute a valid reason for withholding approval for leave of absence. This request will be subject to approval by the Director of Personnel. The Union will be notified of approved requests.

Section 3. An eligible employee who is a member in good standing of the Group Life and Health Insurance Plan may continue the coverage while on approved leave of absence by paying in advance the total premium for a period not less than one month.

Section 4. The seniority of the employee will not be broken nor will the time spent on leave of absence be counted toward overall seniority.

Section 5. Any employee who, during employee's leave of absence, is employed elsewhere without prior permission or who fails to return immediately upon expiration of the leave of

absence, shall be deemed a voluntary quit.

Section 6. In the event that the position held by the employee has been filled and there is no other like position available upon the employee's return, the University will create a preferential hiring list. Employees on the preferential hiring list will be considered for open positions before any consideration is given to candidates outside the Library. Any employee who has been covered on the preferential hiring list for one year and not been given an opportunity for employment in a like position can apply to Personnel for an extension not to exceed six (6) additional months. Extensions will not be unreasonably withheld.

ARTICLE XVI
Grievance and Arbitration

Section 1. A grievance shall be any matter involving interpretation or application of this Contract, excluding wage disputes arising from wage reopener (Article X), and shall be subject to the following procedure:

Step 1. A grievance shall be raised orally by the employee, with or without Union representation, to the employee's Supervisor. The Supervisor shall acknowledge receipt of the grievance in one (1) day and answer it in two (2) additional days.

Step 2. Any grievance unresolved in Step 1 shall be commited to writing, signed by the employee and the Union representative and submitted to the employee's Supervisor within twenty three (23) regular workdays of the act or occurrence giving rise to grievance. Within ten (10) regular workdays following receipt of the written grievance, the appropriate department head shall give a written answer to the employee and the Union.

Step 3. If the grievance is not resolved in Step 2 the Union shall refer the matter to the Library Personnel Representative within five (5) days of the date of response in Step 2. The Library Personnel Representative shall have ten (10) days to give a written response to the grievance.

Step 4. If the grievance is not resolved in Step 3, the Union shall notify the University Personnel Director. The parties will meet at a mutually convenient time for the purpose of resolving the problem. This meeting shall be held within ten (10) regular working days following the Library Personnel Representative's written answer in Step 3.

Step 5. If no satisfactory settlement is made in Step 4, and if the grievance concerns an alleged University violation of any express provision of this Agreement, then the Union has thirty (30)calendar days after the Step 4 meeting to submit the matter in writing (copy to the University) to a mutually agreed on arbitrator, or, if none, the American Arbitration Association in accordance with its voluntary arbitration rules. The decision of

the arbitrator shall be final and binding on each party. Such arbitration shall be held, if possible, during normal work hours.

Section 2. The cost of arbitration shall be shared equally by the parties.

ARTICLE XVII
Discharge and Discipline

Section 1. It is mutually agreed that no employee who has been employed beyond the probationary period will be discharged or disciplined without just cause, and that such cause shall be subject to the provisions of the grievance procedures of this Agreement.

Section 2. It is also understood that any charge levied by the Employer against any employee will be substantiated with demonstrated proof.

Section 3. Except in emergency situations, the Employer will notify the Union, in writing, normally within three (3) regular working days, when it discharges an employee and give a reason for such action. The Employer will also notify the Union when it takes other disciplinary action.

Section 4. Unless such case of discipline or discharge is processed through the normal grievance procedure within five (5) working days of the date of such discharge or discipline, such action shall be deemed as taken for just cause.

ARTICLE XVIII
Vacation

Section 1. Vacation with pay shall be granted to employees covered by this Agreement who have one or more years of continuous service (prorated for part-time employees) in accordance with the following schedule and subject to the qualifying requirements set forth herein:

Continuous Service	Amount of Vacation
Completed 1 through 5 years	2 weeks (10 workdays)
Completed 6 years	2 weeks and 1 day
Completed 7 years	2 weeks and 2 days
Completed 8 years	2 weeks and 3 days
Completed 9 years	2 weeks and 4 days
Completed 10 years	3 weeks (15 workdays)
Completed 11 years	3 weeks and 1 day
Completed 12 years	3 weeks and 2 days
Completed 13 years	3 weeks and 3 days
Completed 14 years	3 weeks and 4 days
Completed 15 years and over	4 weeks (20 workdays)

Section 2. The vacation year shall be the calendar year and may be taken at any time during the calendar year that is

mutually agreeable to the University and the employee. Normally, pay in lieu of vacation will not be granted. Also, vacation cannot be accrued from year to year.

Section 3. If an employee is transferred to another department, any vacation time accumulated will transfer with him.

Section 4. If a University-recognized holiday falls within an employee's vacation period, the day shall not count as a vacation day on the employee's record.

Section 5. Vacation pay will be calculated on straight time weekly earnings (or daily rate when necessary) at the pay the employee would receive if he worked up to maximum of thirty-seven and one-half (37½) hours five (5) days per week.

ARTICLE XIX
Holidays

Section 1. The University will grant ten (10) paid holidays each calendar year. The seven (7) scheduled holidays are:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independance Day	Day after Thanksgiving
	Christmas Day

Section 2. Two (2) holidays will be granted at varying times dependent upon the University schedule. The exact two (2) days will be announced each year no later than the last day of February.

Section 3. Employees will have the option of electing any day as the tenth holiday providing their Supervisor has been notified at least one week in advance of the day chosen. (Prorated for part-time employees.)

Section 4. Pay for these holidays will be given to all employees actively employed on the day before and the day after such holiday. Unexecused absence on the last scheduled working day before, or the first scheduled working day after the holiday will make the employee ineligible for pay for the holiday.

Section 5. If any of the above paid holidays under Sections 1 and 2 shall fall on a Saturday, it shall be observed on the preceding Friday.

Section 6. If any of the above paid holidays under Sections 1 and 2 shall fall on a Sunday, it shall be observed on the following Monday.

Section 7. An employee shall receive one day's pay at his regular straight time daily rate for each holiday. Part-time employees shall receive prorated holiday pay for the holidays described in Sections 1 and 2 only when the holiday is celebrated on their scheduled workday.

ARTICLE XX
Disability and Sick Leave Plan

Section 1. The University agrees to provide the following sick leave plan for employees actively employed by the University for both "on the job" and "off the job" illness or injury for regular full-time and regular part-time employees with more than one (1) year of continuous service.

Section 2. The plan provides only for those employees who are eligible under Section 1 each January 1 with three (3) days of normal pay at base wage rate for absence due to injury or sickness during the calendar year. (See pro-rating proviso for those employees who complete one year of service during calendar year.)* Benefits will be paid at the rate of 70% of the employee's straight time earnings or base salary up to one hundred ($100) dollars in benefits and at a rate of 60% of earnings for benefits over the first one hundred ($100) dollars of benefits for twenty-six (26) weeks in any fifty-two (52) week period.

Eligible part-time employees as defined above will receive disability benefits calculated on their average straight time earnings for the six (6) week period immediately preceding the date of disability. Maximum daily rates will be calculated at the rate of one-fifth of maximum weekly benefit (or as defined by New York State Statutory D.B.L.)

If the employee is still unable to return after twenty-six (26) weeks he may use, at that time, any additional days accumulated under the former plan of October 1966 and credited as of December 31, 1969.

Section 3. In order to receive sick pay benefits the employee must comply with filing requirements under Workmen's Compensation and or Disability Benefits laws.

Section 4. If the employee covered by this special plan has not been absent in the calendar year due to an injury or illness, the employee will receive up to three (3) days pay as a bonus. Pay will be calculated at the hourly rate in effect as of the last week in December.

*If the employee completes one full year of continuous service during the calendar year he will be credited with full pay for sick days as follows:

Completion of one year in the period of January 1 through April 30—3 days.
Completion of one year in the period of May 1 through August 31—2 days.
Completion of one year in the period of September 1 through December 1—1 day.
Each employee so credited would then be eligible for 70%

days as in Section 2 above.

Section 5. See "Disability Benefits & Sick Leave Plan" booklet for details.

ARTICLE XXI
Group Life Insurance

Section 1. The University will continue to provide Group Life Insurance coverage for employees covered under this Agreement who work full time and for regular part-time employees who work a thirty-seven and one-half (37½) hour week for nine (9) months, as follows:

a) Under Plan A, $3000 of Life coverage and $3000 of Accidental Death and Dismemberment on a non-contributory basis.

b) Additional insurance may be purchased by the employee on a shared cost basis at rates currently in effect.

Section 2. Employee contributions for Group Life Plan will be waived only for any weekly pay period in which an employee receives Syracuse University disability benefit or Workmen's Compensation. The waiver of premium will not extend beyond the duration of benefits under Sick Leave Plan except as provided in Group Life Insurance Plan.

Section 3. Details of the Plan are described in the Group Life Insurance booklet.

ARTICLE XXII
Health Care Plan

Section 1. The University agrees to continue for the life of this Agreement the Health Care Plan amended April 1, 1970. This will include changes in benefits provided for full-time and for those part-time employees who work thirty-seven and one-half (37½) hours per week nine (9) months a year who are enrolled in the "Plan" at that date or who may become members of the "Plan" during the life of the Agreement. Details of the "Plan" are available in the Group Health Care booklet which will include the following changes:

Section 2.

Maximum Benefit: $5,000.

Maternity Benefit: $300.00

Surgical: No deductible.

In-Hospital Costs: $500.00 in full, then 80% of any remaining costs.

Deductible: $50.00 per member for miscellaneous out of hospital expenses each calendar year reduced to maximum of $150.00 per family.

Contributions: The employee's share of the cost will not be increased during the life of the Agreement.

Section 3. Employee contributions for Group Health Plan will be waived only for any weekly pay period in which employee receives Syracuse University disability benefit or Workmen's Compensation. The waiver of premium will not extend beyond the duration of benefits period under Sick Leave Plan.

ARTICLE XXIII
Retirement

The University agrees to continue its non-contributory employee retirement plan for full-time and regular part-time employees with ten (10) years or more of credited continuous service upon reaching age 65.

a) The monthly amount of benefit rate for full-time employees will be calculated by multiplying years of credited service (minimum of 10) times four ($4.00) dollars.

b) The monthly amount of benefit for regular part-time employees as defined in Article II, "Recognition", will be calculated proportionately.

c) The normal retirement date is the last day of the month in which an employee attains age 65.

ARTICLE XXIV
Educational Benefits

The University agrees that educational opportunities are available for both the employees covered by this Agreement and their families. Information concerning eligibility for tuition free opportunities for an employee's children and spouse may be obtained from the Personnel Department through the employee's Supervisor.

ARTICLE XXV
Personal Business

Section 1. The University agrees that full-time employees and regualar part-time employees working thirty-seven and one-half (37½) hours per week, nine (9) months a year with at least one (1) year of continuous service will be allowed up to two (2) days of personal leave with pay each calendar year up to seven and one-half (7½) hours at their regular straight time earnings for each such day.

Section 2. Personal business is defined as activities that normally can be conducted only during normal work hours or for emergencies involving doctors, lawyers, dentist and the like.

Section 3. Employees should request such personal leave for personal business purposes from the Supervisor before 12:00 noon on the day prior to the day requested.

Section 4. If, due to shortage of personnel or any reason involving job requirements, the University is unable to grant such personal leave at the time requested, another day shall be substituted on a mutually agreeable basis.

ARTICLE XXVI
Auto Expense

The University agrees that when it becomes necessary for an employee covered by this Agreement to use a private automobile for business of the University, employee will be reimbursed, provided such action was approved by the employee's supervisor prior to such use. This allowance will be at the rate of eleven and 50/100 ($11.50) dollars per week for those driving three (3) days or more in any one week and two and 30/100 ($2.30) dollars per day for those driving two days or less in one week.

ARTICLE XXVII
Jury Duty

The University agrees that, for all employees covered by this Agreement, it will pay each employee the difference between the jury or court fee and the employee's base hourly straight time rate, provided said employee has notified his Supervisor with proof of his subpoena or notice to serve.

ARTICLE XXVIII
Death in Family

Section 1. The University agrees that up to three (3) days of leave with pay for which the employee would otherwise be scheduled to work will be authorized to attend the funeral of a member of the immediate family. Requests for extension of leave beyond the three (3) days may be charged to earned vacation, if such extension seems justified by the employee's Supervisor.

Section 2. The immediate family includes mother or father, foster or stepparents, husband or wife, son or daughter, sister or brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren.

ARTICLE XXIX
Duration of Agreement

This Agreement shall become effective as of the date of its signing and shall continue in effect until June 30, 1976 (subject to the Article X Wage reopener provision) at midnight and shall be automatically renewed from year to year thereafter unless at least sixty (60) days prior to any termination date either party serves written notice on the other of a desire to amend or modify the Agreement.

ARTICLE XXX
Notice or Communication

Any required written notice or communication shall be delivered or sent by mail addressed, in the case of the Union to the President of the Union with a copy to the Union Divisional President, and in the case of the University to Syracuse University, Syracuse, New York, attention Director of Personnel.

ARTICLE XXXI
Agreement Subject to Applicable Law

In the event any state or federal applicable law or court or administrative order or ruling is or shall be in conflict with any provision of the Agreement the provision in such conflict shall be made by mutual agreement to conform to the law, order or ruling, and otherwise the Agreement shall continue in full force and effect.

ARTICLE XXXII
Bulletin Boards

The University agrees to install two bulletin boards in the Bird Library: one in the Staff Lounge and one in the second floor Circulation Discharge Room, for the purposes of posting Union information, restricted to Union meetings and announcements, Union elections and results thereof and social and recreational affairs. Such notices will be submitted to the Director of Libraries or his designated representative before posting by the Union. Additionally, such notices will be posted in the Carnegie Library Services, Audio Visual Services, Library Annex, Water Street and the Law Library.

ARTICLE XXXIII
Additional Benefits

In the event that negotiations between the University and Local 200, General Service Employees' Union, Service Employees' International Union, after the effective date of this Agreement relating to another unit of University employees, result in an increase in pension benefits, tuition benefits, insurance benefits, number of holidays or number of days of vacation, any of which exceed the benefit to the employees covered by this Agreement in these areas, the employees covered by this Agreement shall receive the same improvement at the same time. With respect to holidays, it is understood that the University's obligation under this Article is restricted to providing the employees covered by this Agreement with the same number of holidays as the other unit of employees, rather than with the same holidays.

ARTICLE XXXIV
Application of Contract

This Contract shall be binding on the parties hereto and their successors or assigns.

The undersigned are duly authorized representatives of Syracuse University and the Union and hereto have executed this Agreement on the date and year indicated below.

For the University

by: Clifford L. Whitbeck

Date: April 3, 1974

For the Union

by: Walter J. Butler, President

Date: 4/3/74

Negotiating Committee

by: Christian Spies

by: Allen L. Page

by:

U.S. DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION
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CONTENTS

		Page
PREAMBLE		2
ARTICLE I	Purpose and Intent	2
ARTICLE II	Recognition	2
ARTICLE III	Management Rights	3
ARTICLE IV	Union Security	3
ARTICLE V	Check-Off	4
ARTICLE VI	Nondiscrimination	5
ARTICLE VII	Strikes and Lockouts	5
ARTICLE VIII	Labor-Management Committee	6
ARTICLE IX	Wages and Classifications	6
ARTCLE X	Hours of Work and Overtime	7
ARTICLE XI	Seniority	8
ARTICLE XII	Transfer and Promotion	9
ARTICLE XIII	Discharge and Discipline	10
ARTICLE XIV	Grievance and Arbitration	10
ARTICLE XV	Disability Benefits and Sick Leave Plan	11
ARTICLE XVI	Health Care Plan	12
ARTICLE XVII	Group Life Insurance	13
ARTICLE XVIII	Retirement	14
ARTICLE XIX	Holidays	14
ARTICLE XX	Vacation	15
ARTICLE XXI	Leave of Absence	16
ARTICLE XXII	Personal Business	16
ARTICLE XXIII	Bulletin Boards	17
ARTICLE XXIV	Educational Benefits	17
ARTICLE XXV	Death in Family	17
ARTICLE XXVI	Court and Jury Duty	18
ARTICLE XXVII	Volunteer Fire Fighting	18
ARTICLE XXVIII	Call Back Pay	18
ARTICLE XXIX	Rest Period	18
ARTICLE XXX	Wash-up Time	18
ARTICLE XXXI	Agreement Subject to Applicable Law	19
ARTICLE XXXII	Notice of Communication	19
ARTICLE XXXIII	Duration of Agreement	19
ARTICLE XXXIV	Application of Contract	20
APPENDIX I		21

PREAMBLE

This is a Labor Contract made and entered into this 1st day of September 1974, by and between SYRACUSE UNIVERSITY (hereinafter called the EMPLOYER or the UNIVERSITY) and Local 200, GENERAL SERVICE EMPLOYEES' INTERNATIONAL UNION (hereinafter called the UNION.)

ARTICLE I

Purpose and Intent

The purpose of this Agreement is to promote and maintain good relations between the University, the Union, and the employees represented by the Union and to make clear the basic provisions upon which such relations depend. It is the intention of both the University and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as adjust, misunderstandings or grievances related to employment arising hereunder.

ARTICLE II

Recognition

The University recognized the Union as the sole bargaining agent for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all full-time and regular part-time employees in Food Service Department, excluding students, seasonal, temporary employees, supervisory and clerical. Classifications in the unit include the following:

First Cooks	Baker Helpers
Second Cooks	Sandwich Makers
Cook Helpers	Storeroom Helpers
Kitchen Helpers	Truck Drivers
Cashiers	Janitors
Bakers	Hostess
Catering Assistants	Snack Bar Helper
Snack Bar Attendant	Janitor-Leader

Definitions:

A full-time employee is one who is hired for a work schedule of not less than five (5) days per week, eight (8) hours per day and twelve (12) months per year.

Any employee working on a planned basis at least twenty (20) hours per week twelve (12) months a year or forty (40) hours per week on at least a nine (9) month basis is considered a regular part-time employee.

Any student, regardless of academic load, working forty (40) hours per week on a regular planned twelve (12) months basis is considered a full-time employee. A student working less than forty (40) hours per week while carrying not less than six (6) hours of academic work per semester, is classified as a student.

ARTICLE III

Management Rights

Section 1. Except as otherwise specifically provided herein and subject to terms of this Agreement, all rights, functions and prerogatives of management will remain vested in the University such as the right to hire and right to discipline or discharge for proper cause, the right to decide qualifications, the right to lay off for lack of work or other reasons, the right to discontinue jobs, the right to make rules and regulations governing conduct and safety, the right to determine hours and schedules and assignment of work, to require reasonable standard of performance and maintenance of order and efficiency, the right to promote and demote, the right to hire students (for jobs traditionally and normally performed by students) without reference to this Agreement and the right to subcontract work.

Section 2. The University agrees that in the event that the Food Service Operation is contracted out that it will give to the Union, if practical, Sixty (60) days notice.

ARTICLE IV

Union Security

Section 1. Each employee who on the date of signing this Agreement is a member of the Union and each employee who becomes a member after that date shall, as a condition of continued employment, remain a member of the Union for the duration of this Agreement.

Section 2. Each new employee hired on or after the date of signing this Agreement shall, as a condition of continued employment, beginning on the day following expiration of his sixty (60) day probationary period, acquire and maintain membership in the Union. Effective September 1, 1975, the probationary period will be reduced to forty-five (45) days.

Section 3. An employee's membership shall be deemed maintained so long as he tenders the uniformly required monthly dues to the Union.

Section 4. All present employees who are not members of the Union shall, as a condition of employment, commencing sixty (60) calendar days after contract signing and continuing during the term of this Agreement while employed in the bargaining unit and so long as they remain non-members of the Union, pay to the Union each month a service charge as a contribution toward the cost of the representation of such employees. The amounts of such service charge shall be equivalent to the amounts required to be paid as Union dues by those employees who become members of the Union.

Section 5. Notwithstanding the foregoing, any employee who is required to acquire and/or maintain Union membership by the provisions of this Article, shall have the right to withdraw from

the Union without penalty, by submitting to the Union (with a copy to the University) a written notice of withdrawal at least fifteen (15) but not more than thirty (30) days prior to the scheduled termination of this Agreement.

ARTICLE V

Check-Off

Section 1. Any employee who so desires may have the University deduct, on a monthly basis, an amount equal to that employee's monthly Local 200, CSEIU, membership dues and initiation fees (where applicable) from such employee's pay. This request for dues and initiation fees deduction must be signed by the employee and the following form shall be utilized:

DUES DEDUCTION AND INITIATION FEE AUTHORIZATION:

TO: SYRACUSE UNIVERSITY

I hereby authorize you to deduct and withhold from my wages on a monthly basis the amount specified as dues and initiation fees (where applicable) by Local 200, General Service Employees' International Union, and to remit the same monthly to 3060 Erie Boulevard, East, Box 1200, Syracuse, New York, or at whatever address such Union may be located if the same is changed following the signing of this authorization. This authorization shall be irrevocable for a period of one (1) year or for the period of the Agreement between Syracuse University and Local 200, General Service Employees' International Union, dated September 1, 1974, whichever shall occur sooner, and shall thereafter be renewed for yearly periods unless revoked by me no later than fifteen (15) days immediately preceding the termination of such Agreement or one (1) year from the date shown below, whichever occurs sooner. Such revocation must be in writing bearing the date revoked and my signature.

I release the University from any and all liability for making this check-off from my pay.

Date: _____

_____
Address

_____
(Employee) Print

_____
Signature

Soc. Sec. No. _____

Section 2. Upon receipt by the University of an individual written authorization (of the form set forth in Section 1), the University shall, while this authorization and this Agreement remain in effect, deduct from the employee's pay each month an amount equal to the monthly membership dues and initiation fees in Local 200, GSEIU and transmit the money thus deducted, together with a list of names of the employees from whose earnings the deductions were made, to Local 200, GSEIU on or before the 15th day of the month following that month in which deductions are made. No deduction shall be made for any amount of money greater than one (1) month's monthly membership dues and initiation fees and all deductions shall normally be made on the second pay period each month.

Section 3. Local 200, GSEIU shall certify in writing and submit to the University the amount of its regular monthly dues and initiation fees to be deducted under the provisions of this Article. If the amount of regular monthly dues and initiation fees is changed during the term of the Agreement, Local 200, GSEIU shall certify in writing to the University the nature and effective date of the change, thirty (30) days prior to the change.

Section 4. Local 200, GSEIU shall indemnify and protect the University against all forms of liability and claims which may arise by reason of the University's compliance with this Article.

ARTICLE VI

Nondiscrimination

Section 1. It is agreed by the University and the Union that neither party shall discriminate against any employee or applicant or any Union member or applicant for membership in the Union because of race, sex, color, creed, national origin, age, lawful political affiliation and for lawful political activity, or because of his or her activities in the Union.

Section 2. An employee shall not be prohibited by either party from engaging in lawful political activities as long as such activity does not conflict or interfere with performance of their University duties.

ARTICLE VII

Strikes and Lockouts

Section 1. During the term of this Agreement, there shall be no strike, work stoppage, slow down, interruption or picketing. Should any employee be proven to encourage or participate in the violation of this Article, he shall be subject to discipline, including discharge and such action shall not be subject to the grievance procedure or arbitration.

Section 2. The University agrees that during the term of this Agreement there shall be no lockout.

ARTICLE VIII

Labor-Management Committee

Section 1. A Labor-Management Committee shall be established wherein employees covered by this Agreement (not to exceed 5) and representatives of Syracuse University shall normally meet on the first Wednesday of each month. Such Committee shall meet to discuss current job-related problems.

Section 2. Any member of the Union selected to serve on this Committee shall be allowed reasonable time off (subject to work requirements at the time of request) for the performance of such duties, but the University shall not be required to pay such employees for time spent beyond the employee's normal work hours. The Committee's meetings will be held at a place designated by the University at a mutually convenient time.

ARTICLE IX

Wages & Classifications

Section 1. Employees will be classified according to the titles or occupations and codes listed in Appendix I.

Section 2. a) General increases for employees in Grades 1 through 9 will be as follows:

Grade	*July 1, 1974*	*July 1, 1975*	*July 1, 1976*
9	$.29 per hour	$.27 per hour	$.33 per hour
8	.28 per hour	.26 per hour	.32 per hour
7	.27 per hour	.24 per hour	.30 per hour
6	.25 per hour	.23 per hour	.29 per hour
5	.24 per hour	.22 per hour	.27 per hour
4	.23 per hour	.21 per hour	.26 per hour
3	.20 per hour	.18 per hour	.20 per hour
2	.20 per hour	.18 per hour	.20 per hour
1	.20 per hour	.18 per hour	.20 per hour

b) The rate schedule for Grades 1 through 9, including the July 1, 1974 increase, will be as follows:

Grade	*Maximum*	*2*	*3*	*4*	*Maximum*
9	4.135	4.215	4.305	4.395	4.485
8	3.955	4.035	4.115	4.195	4.285
7	3.765	3.835	3.915	3.995	4.075
6	3.595	3.665	3.735	3.805	3.885
5	3.435	3.495	3.565	3.635	3.705
4	3.265	3.325	3.385	3.445	3.515
3	3.085	3.135	3.195	3.255	3.315
2	2.935	2.985	3.035	3.085	3.145
1	2.755	2.805	2.855	2.915	2.975

c) Group leaders for the 1 through 9 grades, will be paid on progression of the grade next higher (except Janitor which is two steps higher) than the workers they lead.

d) Employees in Grades 1 through 9 not yet at the maximum rate for their grade will be reviewed every three (3)

months, and based on satisfactory performance will be advanced to the next step until they reach the maximum rate for their grade.

Section 3. If a University representative with appropriate supervisory authority requests an employee to perform the total work of a higher classification for a minimum of one full shift, the employee shall receive the minimum pay rate for the higher classification for that shift, or his regular rate, whichever of the two is higher.

ARTICLE X

Hours of Work and Overtime

Section 1. Nothing in this Agreement shall be construed as a guarantee or limitation of hours to be worked per day, per week or for any other period of time or as a limitation on the right of the University to require reasonable amount of overtime work.

Section 2. The normal workweek is forty (40) hours scheduled consistent with the needs of the University.

Section 3. Except as specifically provided herein, the normal workday will be eight (8) hours with time off without pay for lunch. The normal workweek will be five (5) scheduled days. (Daily and weekly work schedules shall be made by the University and such schedules may be changed by the University from time to time to meet varying conditions.)

Section 4. Time and one-half the regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one workday or in excess of forty (40) hours in any one workweek but an employee shall not be entitled to both weekly and daily overtime pay. If an employee is required to work on any of the included holidays he shall be paid, in addition to his holiday pay (if he is entitled thereto) one and one-half times his regular straight time hourly rate for each hour worked on such day. For the purpose of computing overtime, paid holidays, paid vacation, paid personal time, paid sick time, or any other paid time off covered in this Agreement, shall not be considered time worked except with reference to paid holidays as provided in Section 6 below. Opportunity for overtime work shall be rotated within a shop provided the employee has the skill and ability to perform the required work. Qualified employees who refuse overtime shall be charged as if they had worked and will be rescheduled accordingly.

Section 5. All work performed on the second scheduled day off in a workweek shall be paid for at double the regular rate of pay.

Section 6. When a holiday occurs during the normal workweek employees who are entitled to holiday pay for such day, shall be paid time and one-half for overtime worked on the first scheduled day off in the calendar week in which such holiday occurs. This provision does not apply to those employees who have been absent for any other day in that week.

Section 7. The first shift is any shift that regularly starts at or after 5:00 a.m. but before 2:00 p.m. The second shift is any shift that regularly starts at or after 2:00 p.m. but before 10:00 p.m. The third shift is any shift that regularly starts at or after 10:00 p.m. but before 5:00 a.m.

Section 8. Posting of overtime worked by location will be maintained on an annual basis within each location and updated no less than monthly.

Section 9. All employees who regularly work any shift starting after 2:00 p.m. shall receive in addition to normal pay, a $0.15 per hour differential.

ARTICLE XI

Seniority

Section 1. Seniority is defined as the length of service of any employee, starting with the employee's most recent date of hire on a full time basis.

Section 2. Each new employee engaged by the University shall be deemed, for the first sixty (60) days of his employment, to be engaged for a trial or probationary period during which period the University may discharge such employee and such discharge shall not be subject to the grievance procedure. During such period, the employee shall be entitled to no seniority rating or right. If such newly hired employee has successfully completed the probationary period, the employee shall be credited with seniority as of the date of hire. Effective September 1, 1975, the current sixty (60) days probationary period will be reduced to forty-five (45) days.

Section 3. Overall seniority as defined in Section 1 above, shall constitute the occupational seniority of all occupations. In the event that it is necessary to transfer layoff employees from a closed hall, the employees used to fill in will have occupational seniority for the summer assignment dating from the first day of employment. In the event of a permanent hall closing, affected personnel will be reassigned to open jobs within their occupation in other halls or displace employees in the same occupation with less seniority.

Section 4. In the event of a layoff, the University shall determine the number of employees, the occupations to be affected and such layoff shall be in accordance with occupational seniority provided the remaining employees in such occupation have the skill and ability to perform the required work of such occupation. Employees affected by lack of work shall have the opportunity to displace an employee with less service within the occupation that the affected employee previously held. In the event of recall the employee with the greatest occupational seniority will be recalled first.

Section 5. Recall for summer or temporary assignment will be made from a recall list based on overall seniority by occupation of laid off employees. In the event the recall list by classification has been exhausted, employees will be recalled to the open job, regardless of occupation, by seniority. Employees can refuse the job if it is more than one classification below the employee's occupation. Failure to report after second recall for a job within one classification will result in the employee losing recall privileges for the period of shutdown. Employees so recalled will be paid at the rate of the job.

Section 6. The University agrees that any employee who is called in for such temporary or summer assignment shall be guaranteed a minimum of four (4) hours pay or work at the prevailing rate of the job assigned.

Section 7. Employees covered by this Agreement shall lose seniority for the following reasons:

a) Discharge for just cause.

b) Resignation or retirement.

c) After having been on layoff for a period of one year or longer.

d) Failure to contact the University within three working days of receipt of registered letter with reference to a recall.

e) Failure to return to work within seven working days after receipt of registered letter in reference to recall.

f) Failure to return to work immediately at the expiration of any authorized leave of absence or failure to notify the University of the reason for any absence within three consecutive workdays.

ARTICLE XII

Transfer and Promotion

Section 1. Whenever a permanent full-time vacancy for a job occurs the University will post notice of such vacancy for a period of three (3) days in the work area where vacancy exists. If no qualified candidates are available within the work area the University has the right to hire from any source but preference will be given to presently employed personnel.

Section 2. A transferred employee shall serve a trial period of up to sixty (60) days, during which time his qualifications shall be judged for permanent transfer. After completion of this trial period, the employee shall be given credit for this period toward his new occupational seniority. Any trial time in the new occupation shall be credited to the employee's former occupational seniority in the event he is deemed unqualified for the new occupation. Effective September 1, 1975, a transferred employee shall serve a trial period of up to forty-five (45) days.

ARTICLE XIII

Discharge and Discipline

Section 1. It is mutually agreed that no employee who has been employed beyond the probationary period will be discharged or disciplined without just and adequate cause, and that such cause shall be subject to the provisions of the grievance procedures of this Agreement.

Section 2. It is also understood that any charge levied by the Employer against any employee will be substantiated with a reasonable amount of proof.

Section 3. Except in emergency situations, the Employer will notify the Union, in writing, normally within three (3) regular working days, when it discharges an employee and give a reason for such action. The Employer will also notify the Union when it takes other disciplinary action.

Section 4. Unless such case of discharge or discipline is processed through the normal grievance procedure within five (5) working days of the date of such discharge or discipline, such action shall be deemed as taken for just cause.

ARTICLE XIV

Grievance and Arbitration

Section 1. A grievance shall be any matter involving interpretation or application of this Contract and shall be subject to the following procedure:

Step 1. A grievance shall be first raised orally by the employee with or without Union representation, to his immediate supervisor.

Step 2. Any grievance unresolved in Step 1 shall be reduced to writing, signed by the employee or his Union representative, and submitted to the employee's appropriate department director within five (5) regular workdays following the occurrence giving rise to the grievance. Within ten (10) regular workdays after timely receipt of the written grievance, the appropriate department director shall give a written answer to the employee and the Union.

Step 3. If the grievance is not resolved in Step 2, the Union shall notify the University Personnel Director. The Union and the University Personnel Director shall meet at a time mutually convenient, for the purpose of resolving the dispute. This meeting shall be held within ten (10) regular workdays following delivery of the department director's written answer in Step 2.

Step 4. If no satisfactory settlement is made in Step 3, and if the grievance concerns an alleged University violation of an express provision of this Agreement, then the Union has thirty (30) calendar days after the Step 3 meeting to submit the matter in writing (copy to the University) to a mutually agreed on

arbitrator, or, if none, to the American Arbitration Association in accordance with its voluntary arbitration rules. The decision of the arbitrator shall be final and binding on each party. Such arbitration shall be held, if possible, during normal work hours.

Section 2. The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement nor shall he have the power to imply any obligation not expressly set forth in this Agreement. No award shall be effective retroactively beyond the date the grievance was first raised orally with the supervisor.

Section 3. The fees and expenses of the Arbitrator shall be shared equally by the University and the Union.

Section 4. Any settlement between the University and the Union at any stage of the grievance procedure shall be binding on the University, the Union and the aggrieved employee or employees.

Section 5. Unless the grievance is raised, served in writing, referred, appealed, and submitted to arbitration within the time limits at each stage herein set forth, and which may be extended only by the written consent of both the University and the Union, it shall be deemed that the parties have waived the right to arbitration and the matter shall be deemed closed.

ARTICLE XV

Disability Benefits & Sick Leave Plan

Section 1. The University agrees to provide a disability benefits plan for both "on the job" and "off the job" illness, or injury, for both regular full-time and regular part-time eligible employees with more than one year of credited service. The employee's contribution will be one-half of one percent of wages up to a maximum of one ($1.00) dollar per week.

Section 2. The plan provides eligible employees each January 1 with three (3) days of normal pay at base wage rate for absence due to injury or sickness during the calendar year. (See prorating proviso for those employees who complete one year of service during calendar year.)* After these days are used, each additional day of absence for disability will be covered under the Disability Benefits Plan and weekly benefits will be paid at the rate of 70% of the first $142.87 of straight time wages and at the rate of 60% of the remaining straight time wages for twenty-six (26) weeks in any fifty-two (52) week period.

Eligible part-time employees will receive disability benefits calculated on their average straight time earnings for the six (6) week period immediately preceding the date of disability. Maximum daily rates will be calculated at the rate of one-fifth of maximum weekly benefit (or as defined by New York State Statutory D.B.L.).

6:31

If the employee is still unable to return after twenty-six (26) weeks he may use, at that time, any additional days accumulated under the former plan of October 1966 and credited as of December 31, 1969.

Section 3. a) In order to receive disability benefits the employee must comply with filing requirements under Workmen's Compensation and/or Disability Benefits laws.

b) When it appears that there is abuse of Disability Benefits, the employee must be advised in writing, in advance, that medical evidence may be required for any period of disability. When an employee is advised that he has been using excessive disability benefits or abuse is suspected, the Disability Benefit usage record in question will be outlined in a warning memorandum and the employee may be requested to submit medical evidence when additional disability benefits are used.

Cases requiring a doctor's certificate for each absence due to illness, when abuse of disability benefits is suspected, will be periodically reviewed for the purpose of determining whether such penalty may be eliminated. If such request is made by the employee, this review may take place three (3) months after such notice was issued, and will be routinely reviewed for the same purpose every six (6) months. The Union will be informed of action taken upon request.

Section 4. If the employee covered by this plan has not been absent in the calendar year due to an injury or illness, the employee will receive up to three (3) days pay as a bonus. Pay will be calculated at the hourly rate in effect as of the last week in December.

• If the employee completes one full year of continuous service during the calendar year he will be credited with full pay for sick days as follows:

Completion of one year in the period of January 1 through April 30—3 days

Completion of one year in the period of May 1 through August 31—2 days

Completion of one year in the period of September 1 through December 31—1 day

Each employee so credited would then be eligible for 70% days as in Section 2 above.

Section 5. See "Disability Benefits Plan" booklet for details.

ARTICLE XVI

Health Care Plan

Section 1. The University agrees to continue for the life of this Agreement, the Health Care Plan as amended September 1, 1974. This will include changes in benefits provided for eligible employees who are enrolled in the "Plan" at that date or

who may become members of the "Plan" during the life of the Agreement. Details of the "Plan" are available in the Group Health Care certificate which will include the following:

Section 2.

Maximum Benefit: $50,000

Deductible: $50 per insured individual per calendar year, limited to maximum of $150 per family per year.

Coinsurance: 80%—20%

Stop Loss Agreement: The maximum payment per insured individual for deductible and coinsurance will be limited to $1000 for the balance of 1974 (September 1, 1974 to December 31, 1974) and for calendar year beginning 1975.

In-Hospital: $500 in full, then 80% for any remaining costs.

Surgical: No deductible; 80%—20% coinsurance.

Maternity: $300.00

Contributions: The employee's share of the cost will not be increased during the life of this Agreement.

Section 3. Employee contributions for Group Health Plan will be waived for any weekly pay period in which employee receives only disability benefits. The waiver of premium will not extend beyond the duration of benefits under the Disability Benefits Plan.

ARTICLE XVII

Group Life Insurance

Section 1. The University will provide Group Life Insurance coverage for eligible employees of those covered by the Agreement as follows:

a) Under Plan A, $3,000 of life coverage and $3,000 of Accidental Death & Dismemberment on a non-contributory basis.

b) Additional insurance may be purchased by the employee on a shared cost basis at rates currently in effect.

Section 2. Employee contributions for the Group Life Plan will be waived for any weekly pay period in which an employee receives only disability benefit. The waiver of premium will not extend beyond the duration of benefits under the Sick Leave Plan except as provided in the Group Life Insurance Plan.

Section 3. Details of the Plan are described in the Group Life Insurance booklet.

ARTICLE XVIII

Retirement

Section 1. Effective September 1, 1975, the University will establish a non-contributory Retirement Plan for eligible employees as follows:

a) Effective September 1, 1975, the University's monthly benefit amount will be the greater of:

1) Forty-five (45) percent of the highest average of five (5) years earnings in the last ten (10) years of service, increasing by ½% for each additional year of service beyond ten (10) years to a maximum of fifty-five (55) percent for thirty (30) years of service, offset by 83⅓% of the employee's primary Social Security benefit, or

2) The amount of benefit earned as of September 1, 1974 for employees who have qualified for benefits under the former Pension Plan.

b) *Normal retirement date* is age 65 with ten (10) or more years of credited service.

c) *Early retirement*—an early retirement benefit with actuarily reduced benefits may be payable to employees who reach age 62 with ten (10) years or more of credited service.

d) *Vesting*—100% vested benefits after fifteen (15) years of credited service.

e) *Optional retirement benefits*—prior to retirement in lieu of life income, an employee can elect joint and ⅔ benefits to spouse, or ten (10) or twenty (20) Certain Payments both as computed by actuary tables.

ARTICLE XIX

Holidays

Section 1. There will be ten (10) paid holidays each calendar year. The seven (7) scheduled holidays are:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
	Christmas Day

Section 2. Two (2) holidays will be granted at varying times dependent upon the University schedule. The exact two (2) days will be announced each year no later than the last day of February.

Section 3. An employee will have the option of electing any day as the tenth holiday providing he notifies his supervisor at least one week in advance of the day he chooses.

Section 4. Pay for these holidays will be given to all employees actively employed on the day before and the day after such holiday. Unexcused absence on the last scheduled working day before, or the first scheduled working day after the holiday will make the employee ineligible for pay for the holiday. Employees shall not receive holiday pay for holiday occurring during periods when they are not scheduled to work or are on layoff.

Section 5. If any of the above paid holidays under Sections 1 and 2 shall fall on a Saturday, it shall be observed on the preceding Friday.

Section 6. If any of the above paid holidays under Sections 1 and 2 shall fall on a Sunday, it shall be observed on the following Monday.

Section 7. An eligible employee shall receive eight (8) hours pay at his regular straight time hourly rate for each holiday.

ARTICLE XX

Vacation

Section 1. Vacation with pay shall be granted to eligible employees covered by this Agreement in accordance with the following schedule, and subject to the qualifying requirements set forth herein.

Continuous Service	Amount of Vacation
Completed 1 through 5 years	2 weeks (10 workdays)
Completed 6 years	2 weeks and 1 day
Completed 7 years	2 weeks and 2 days
Completed 8 years	2 weeks and 3 days
Completed 9 years	2 weeks and 4 days
Completed 10 years	3 weeks (15 workdays)
Completed 11 years	3 weeks and 1 day
Completed 12 years	3 weeks and 2 days
Completed 13 years	3 weeks and 3 days
Completed 14 years	3 weeks and 4 days
Completed 15 to 20 years	4 weeks (20 workdays)
Completed 20 years and over	5 weeks (25 workdays)

Section 2. The vacation year shall be the calendar year, and may be taken at any time during the normal shutdown periods of the Food Service operation, at times mutually agreeable to the Employer and employees.

Normally, pay in lieu of vacation will not be granted. Also, vacation cannot be accrued from year to year.

Section 3. If an employee is transferred to another department, any vacation time accumulated will transfer with him.

Section 4. If a University-recognized holiday falls within an employee's vacation period, the day shall not count as a vacation day on the employee's record.

Section 5. Vacation requests should be received by the employee's supervisor at least ten (10) days before such vacation in order that pay for this period may be made before the vacation period begins.

Section 6. Vacation pay will be calculated by multiplying the regular straight time hourly rate the employee would receive if he had worked, by the number of work hours per week or day in his normal schedule up to a maximum of forty (40) hours per week.

Section 7. Employees who work a full schedule (40 hours per week) for nine (9) months (39 weeks) or more each calendar year will be entitled to the vacation benefits outlined above.

Section 8. Employees who work a full schedule, but not less than twenty (20) hours per week on a planned basis for six (6) months (26 weeks) but less than nine (9) months (39 weeks) per calendar year, will receive prorated vacation benefits.

ARTICLE XXI

Leave of Absence

Section 1. Each regular full-time employee must have at least one full year of continuous service to be eligible to apply for leave of absence without pay. Such leave may be granted for a period up to one year.

Section 2. Application for leave of absence request should be submitted, in writing, to the employee's supervisor and approval should not be unreasonably withheld. The work requirements of the University may constitute a valid reason for withholding approval for leave of absence. This request will be subject to approval by the Director of Personnel. The Union will be notified of approval requests.

Section 3. An eligible employee who is a member in good standing of the Group Life and Health Insurance Plan may continue the coverage while on approved leave of absence by paying in advance the total premium for a period not less than one (1) month.

Section 4. The seniority of the employee will not be broken nor will the time spent on leave of absence be counted toward total seniority.

Section 5. Any employee who, during his leave of absence, is employed elsewhere without prior permission or who fails to return immediately upon expiration of his leave of absence, shall be deemed a voluntary quit.

ARTICLE XXII

Personal Business

Section 1. Employees with one (1) year or more continuous service will be allowed two (2) days of personal leave with pay

for eight (8) hours at their regular straight time hourly rate for each such day during each calendar year.

Section 2. Employees should request such personal leave for personal business purposes from their supervisor before 12:00 o'clock noon on the day prior to the day requested.

Section 3. If, due to shortage of personnel or any reason involving job requirements, the University is unable to grant such personal leave at the time requested, another day shall be substituted on a mutually agreeable basis.

ARTICLE XXIII

Bulletin Boards

Section 1. The Union shall have the right to have notices posted on bulletin boards designated for such purpose.

Section 2. All such notices will be submitted to the Director of Personnel or his designated representative and such notices will be posted by the Union and restricted to Union meetings and announcements, Union elections and results thereof, and social and recreational affairs.

ARTICLE XXIV

Educational Benefits

The University agrees that educational opportunities are available for both the employees covered by this Agreement and their families. If an employee dies at a time when one of his dependents is in college and receiving educational benefits under this Article, that dependent will continue to receive the educational benefits provided in this Article.

Information concerning eligibility for tuition-free opportunities for an employee's children and spouse may be obtained from the Personnel Department through the employee's supervisor.

ARTICLE XXV

Death in Family

Section 1. The University agrees that up to three (3) days of leave with pay for which the employee would otherwise be scheduled to work will be authorized within five (5) days from date of notification of death in the immediate family. Requests for extension of leave beyond the three (3) days may be charged to earned vacation, if such extension seems justified by the employee's supervisor.

Section 2. The immediate family includes mother or father, foster or stepparents, husband or wife, son or daughter, sister or brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren.

37

ARTICLE XXVI

Court and Jury Duty

The University agrees that, for all employees covered by this Agreement, it will pay each employee the difference between the jury or court fee and the employee's base hourly straight time rate, provided said employee has notified his supervisor with proof of his subpoena or notice to serve.

ARTICLE XXVII

Volunteer Fire Fighting

The University agrees that the full pay of an employee continues during the time spent by him during his normal working hours in fighting fires, provided he is a bona fide member of such unit that is engaged in the activity and has presented such proof as required by the University.

ARTICLE XXVIII

Call Back Pay

The University agrees that any employee covered by this Agreement who is called back, after completing his regular shift and leaving the premises, or is called in prior to his normal work schedule, shall be guaranteed a minimum of three (3) hours pay or work at the prevailing rate. Any employee who refuses assigned work shall not be eligible for this guaranteed minimum.

ARTICLE XXIX

Rest Period

Section 1. The University agrees that all employees covered by the Agreement will continue to receive a paid rest period of fifteen (15) minutes during both the first and the second half of each regular workday.

Section 2. Any employee who works twelve (12) consecutive hours or more shall be reimbursed at the rate of $2.50 for a meal or supplied a meal.

ARTICLE XXX

Wash-up Time

The University agrees that all employees covered by this Agreement shall have a period of five (5) minutes immediately after punching in and five (5) minutes before punching out for the purpose of washing up and changing clothes.

ARTICLE XXXI

Agreement Subject to Applicable Law

In the event any applicable law or court or administrative order or ruling is or shall be in conflict with any provision of the Agreement, the provision in such conflict shall be made by mutual agreement to conform to the law, order or ruling and otherwise the Agreement shall continue in full force and effect.

ARTICLE XXXII

Notice or Communication

Any notice or communication shall be conclusively deemed for all purposes hereunder to be effectively given if delivered or sent by mail addressed, in the case of the Union, to the President of the Union with a copy to the Union Divisional President, and in the case of the University to Syracuse University, Syracuse, New York, Attention: Director of Personnel.

ARTICLE XXXIII

Duration of Agreement

This Agreement shall become effective as of the date of its signing and shall continue in effect until August 31, 1977, at midnight, and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to any termination date either party serves written notice on the other of a desire to amend or modify the Agreement.

ARTICLE XXXIV

Application of Contract

This Contract shall be binding on the parties hereto and their successors or assigns.

The undersigned are duly authorized representatives of Syracuse University and Local 200 of General Service Employees International AFL-CIO and hereto have executed this Agreement on the date and year indicated below.

For the University

Clifford L. Winters, Jr.

by: Clifford L. Winters, Jr.—
Vice Chancellor for
Administrative Operations

Date: October 11, 1974

For the Union

Walter J. Butler

by: Walter J. Butler
President

Date: October 11, 1974

Negotiating Committee

Charles O Duff
Ila Osterhoudt
Dottie Russell
Hank Cohen
Harold Caldwell

APPENDIX I

FOOD SERVICE

Grade 2
- Hostess
- Kitchen Helper "A"
- Kitchen Helper "B"
- Snack Bar Helper
- Baker Helper
- Cashier

Grade 3
- Cook's Helper
- Janitor
- Kitchen Helper Leader
- Snack Bar Attendant

Grade 4
- Sandwich Maker

Grade 5
- Cook—Second
- Janitor—Leader

Grade 6
- Baker "B"
- Store Room Helper
- Truck Driver
- Catering Assistant

Grade 7
- First Cook

Grade 9
- First Cook (Large Hall)

SYRACUSE UNIVERSITY

PERSONNEL OFFICE | SYRACUSE, NEW YORK 13210

September 6, 1974

Mr. Walter J. Butler, President
Service Employees International Union
3060 Erie Boulevard East - Box 1200
Syracuse, New York

Subject: New Agreement - Implementation of Pension Provisions for Certain Employees

Dear Mr. Butler:

This will confirm the understanding reached in our recent meeting concerning pension benefits for represented employees in the Food Service Department who will retire during the life of the new agreement.

In the event an employee retires, during the life of the agreement, upon reaching age 65 with at least ten (10) years of credited service, the employee will receive the higher pension benefit as calculated under the old plan or the new plan.

Vesting and other retirement options will be calculated under the provisions of the new plan only.

Very truly yours,

William J. Eschenfelder
Director of Personnel

WJE/s

42

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EDUCATION & WELFARE
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CONTENTS

		Page
PREAMBLE		3
ARTICLE I	Purpose and Intent	3
ARTICLE II	Recognition	3
ARTICLE III	Management Rights	4
ARTICLE IV	Union Security	5
ARTICLE V	Check-Off	6
ARTICLE VI	Nondiscrimination	7
ARTICLE VII	Strikes and Lockouts	7
ARTICLE VIII	Labor-Management Committee	8
ARTICLE IX	Wages & Classifications	8
ARTICLE X	Hours of Work and Overtime	10
ARTICLE XI	Seniority	12
ARTICLE XII	Transfer and Promotion	13
ARTICLE XIII	Discharge and Discipline	14
ARTICLE XIV	Grievance and Arbitration	15
ARTICLE XV	Disability Benefits Plan	16
ARTICLE XVI	Health Care Plan	17
ARTICLE XVII	Group Life Insurance	18
ARTICLE XVIII	Retirement	18
ARTICLE XIX	Holidays	19
ARTICLE XX	Vacation	20
ARTICLE XXI	Leave of Absence	21
ARTICLE XXII	Personal Business	21
ARTICLE XXIII	Bulletin Boards	22
ARTICLE XXIV	Educational Benefits	22
ARTICLE XXV	Death in Family	22
ARTICLE XXVI	Court and Jury Duty	23
ARTICLE XXVII	Volunteer Fire Fighting	23
ARTICLE XXVIII	Call Back Pay	23
ARTICLE XXIX	Auto Expense	23
ARTICLE XXX	Rest Period	24
ARTICLE XXXI	Wash-up Time	24
ARTICLE XXXII	Agreement Subject to Applicable Law	24
ARTICLE XXXIII	Notice or Communication	24
ARTICLE XXXIV	Duration of Agreement	25
ARTICLE XXXV	Application of Contract	25
APPENDIX I		26

PREAMBLE

This is a Labor Contract made and entered into this 1st day of July 1974, by and between SYRACUSE UNIVERSITY (hereinafter called the EMPLOYER or the UNIVERSITY) and Local 200, GENERAL SERVICE EMPLOYEES' INTERNATIONAL UNION (hereinafter called the UNION.)

ARTICLE I

Purpose and Intent

The purpose of this Agreement is to promote and maintain good relations between the University, the Union, and the employees represented by the Union and to make clear the basic provisions upon which such relations depend. It is the intention of both the University and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as adjust, misunderstandings or grievances related to employment arising hereunder.

ARTICLE II

Recognition

The University recognizes the Union as the sole bargaining agent for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all full-time and regular part-time employees in Physical Plant Department, excluding students, seasonal temporary employees, supervisory and clerical. The bargaining unit is as described below.

Custodial: All employees (excluding the supervisor, division foreman and unit supervisors);

Steam Station: all employees (excluding the supervisor);

Mail, Telephone and Warehouse: All employees, including the fulltime outgoing stamp machine operator in the Mail Room (excluding the supervisor, salaried employees in the outgoing mail section, and all telephone employees);

Electric, Plumbers and Steamfitting: All employees (excluding the department supervisor, the electric supervisor, plumber supervisor and steamfitting supervisor);

Machine Shop and Garage, and Tin Shop: All employees (excluding the department supervisor, and the supervisor of the machine shop and garage, and the supervisor of the tin shop);

Carpenters, Painters and Masons: All employees (excluding the department supervisor, and the supervisors of the carpenters, the supervisor of painters, and the supervisor of masons);

Laborers and Grounds: All employees (excluding the department supervisor, and the supervisors of laborers, the supervisor of grounds, and the chauffeur);

Night Operations: All employees (excluding the supervisor);

Dormitory Maintenance: All employees (excluding the director of dormitory maintenance, the assistant director of dormitory maintenance, the supervisor of housekeeping, the assistant supervisor of housekeeping, the maintenance supervisors and assistant maintenance supervisor);

Purchasing: The hourly paid non-clerical employees working at the warehouse at Ainsley Drive (excluding supervisors and all other employees);

Bookstore: The stockroom clerk employed at the warehouse at Ainsley Drive and the truck drivers (excluding supervisors and all other employees).

Definitions:

A full-time employee is one who is hired for a work schedule of not less than five (5) days per week, eight (8) hours per day and twelve (12) months per year.

Any employee working on a planned basis at least twenty (20) hours per week twelve (12) months a year or forty (40) hours per week on at least a nine (9) month basis is considered a regular part-time employee.

Any student, regardless of academic load, working forty (40) hours per week on a regular planned twelve (12) months basis is considered a full-time employee. A student working less than forty (40) hours per week while carrying not less than six (6) hours of academic work per semester is classified as a student.

ARTICLE III

Management Rights

Section 1. Except as otherwise specifically provided herein and subject to terms of this Agreement, all rights, functions and prerogatives of management will remain vested in the University, such as the right to hire and right to discipline or discharge for proper cause, the right to decide qualifications, the right to lay off for lack of work or other reasons, the right to discontinue jobs, the right to make rules and regulations governing conduct and safety, the right to determine hours and schedules and assignment of work, to require reasonable stan-

dard of performance and maintenance of order and efficiency, the right to promote and demote, the right to hire students (for jobs traditionally and normally performed by students) without reference to this Agreement and the right to sub-contract work.

Section 2. The University agrees that subcontracting of construction trades work will be based on business reasons only and will not be intended to harm or undermine the Union or employees. No employee will be laid off for lack of work during the period in which the work of his particular occupation is being performed by a construction trades subcontractor for maintenance purposes or for renovations and remodeling of projects that have been traditionally performed by this unit.

ARTICLE IV

Union Security

Section 1. Each employee who on the date of signing this Agreement is a member of the Union and each employee who becomes a member after that date shall, as a condition of continued employment, remain a member of the Union for the duration of this Agreement.

Section 2. Each new employee hired on or after the date of signing this Agreement shall, as a condition of continued employment, beginning on the day following expiration of his sixty (60) day probationary period, acquire and maintain membership in the Union. Effective July 1, 1975, the probationary period will be reduced to forty-five (45) days.

Section 3. An employee's membership shall be deemed maintained so long as he tenders the uniformly required monthly dues to the Union.

Section 4. All present employees who are not members of the Union shall, as a condition of employment, commencing sixty (60) calendar working days after contract signing and continuing during the term of this Agreement while employed in the bargaining unit and so long as they remain non-members of the Union, pay to the Union each month a service charge as a contribution toward the cost of the representation of such employees. The amounts of such service charge shall be equivalent to the amounts required to be paid as Union initiation fees and dues by those employees who become members of the Union.

Section 5. Notwithstanding the foregoing, any employee who is required to acquire and/or maintain Union membership by the provisions of this Article, shall have the right to withdraw from the Union, without penalty, by submitting to the Union (with a copy to the University) a written notice of withdrawal at least fifteen (15) but not more than thirty (30) days prior to the scheduled termination date of this Agreement.

ARTICLE V

Check-Off

Section 1. Any employee who so desires may have the University deduct, on a monthly basis, an amount equal to that employee's monthly Local 200, GSEIU membership dues and initiation fees (where applicable) from such employee's pay. This request for dues and initiation fees deductions must be signed by the employee and the following form shall be utilized:

DUES DEDUCTION AND INITIATION FEE AUTHORIZATION:

TO: SYRACUSE UNIVERSITY

I hereby authorize you to deduct and withhold from my wages on a monthly basis the amount specified as dues and initiation fees (where applicable) by Local 200, General Service Employees International Union, and to remit the same monthly to 3060 Erie Boulevard, East, Box 1200, Syracuse, New York, or at whatever address such union may be located if the same is changed following the signing of this authorization. This authorization shall be irrevocable for a period of one (1) year or for the period of the Agreement between Syracuse University and Local 200, General Service Employees International Union, dated July 1, 1974, whichever shall occur sooner, and shall thereafter be renewed for yearly periods unless revoked by me no later than thirty (30) days immediately preceding the termination of such Agreement or one (1) year from the date shown below, whichever occurs sooner. Such revocation must be in writing bearing the date revoked and my signature.

I release the University from any and all liability for making this check-off from my pay.

Date: _____

_____
Address

_____
(Employee) Print

_____
Signature

Soc. Sec. No. _____

Section 2. Upon receipt by the University of an individual written authorization (of the form set forth in Section 1), the University shall, while this authorization and this Agreement remain in effect, deduct from the employee's pay each month an amount equal to the monthly membership dues and

initiation fees in Local 200, GSEIU and transmit the money thus deducted, together with a list of names of the employees from whose earnings the deductions were made, to Local 200, GSEIU on or before the 15th day of the month following that month in which deductions are made. No deduction shall be made for any amount of money greater than one (1) month's monthly membership dues and initiation fees and all deductions shall normally be made on the second pay period each month.

Section 3. Local 200, GSEIU shall certify in writing and submit to the University the amount of its regular monthly dues and initiation fees to be deducted under the provisions of this Article. If the amount of regular monthly dues or initiation fees is changed during the term of the Agreement, Local 200, GSEIU shall certify in writing to the University the nature and effective date of the change, thirty (30) days prior to the change.

Section 4. Local 200, GSEIU shall indemnify and protect the University against all forms of liability and claims which may arise by reason of the University's compliance with this Article.

ARTICLE VI

Nondiscrimination

Section 1. It is agreed by the University and the Union that neither party shall discriminate against any employee or applicant or any Union member or applicant for membership in the Union because of race, sex, color, creed, national origin, age, lawful political affiliation and/or lawful political activity, or because of his or her activities in the Union.

Section 2. An employee shall not be prohibited by either party from engaging in lawful political activities as long as such activity does not conflict or interfere with performance of their University duties.

ARTICLE VII

Strikes and Lockouts

Section 1. During the term of this Agreement, there shall be no strike, work stoppage, slow down, interruption or picketing. Should any employee be proven to encourage or participate in the violation of this Article, he shall be subject to discipline, including discharge and such action shall not be subject to the grievance procedure or arbitration.

Section 2. The University agrees that during the term of this Agreement there shall be no lockout.

ARTICLE VIII

Labor-Management Committee

Section 1. A Labor-Management Committee shall be established wherein employees covered by this Agreement (not to exceed 7) and representatives of Syracuse University shall normally meet on the second Wednesday of each month. Such Committee shall meet to discuss current job-related problems.

Section 2. Any member of the Union selected to serve on this Committee shall be allowed reasonable time off (subject to work requirements at the time of request) for the performance of such duties, but the University shall not be required to pay such employees for time spent beyond the employee's normal work hours. The Committee's meetings will be held commencing at 2:30 p.m. at a place designated by the University.

ARTICLE IX

Wages & Classifications

Section 1. Employees will be classified according to the titles or occupations and grades listed on Appendix I.

Section 2. a) General increases for employees in grades 84, 85, 86 and 87 (trade grades), and for trainees in the trades contained in these grades, will be as follows:

July 1, 1974	$0.40 per hour
July 1, 1975	.35 per hour
July 1, 1976	.40 per hour

Section 3. The rate schedule for grades 84, 85, 86 and 87, including the July 1, 1974 increase, will be as follows:

Grade	Minimum	2	3	4	Maximum
87	4.905	5.005	5.105	5.205	5.305
86	4.795	4.885	4.975	5.075	5.175
85	4.605	4.695	4.785	4.875	4.975
84	4.465	4.545	4.635	4.725	4.815

Section 4. Employees not yet at the maximum rate for their grade will be reviewed every three (3) months, and based on satisfactory performance, will be advanced to the next step until they reach the maximum rate for their grade.

Section 5. Group leaders for grades 84, 85, 86 and 87 will be paid $0.20 per hour more than the tradesmen they lead.

Section 6. Effective July 1, 1974, presently employed personnel or new hires assigned trades trainee classifications (which assignment is within the exclusive discretion of the University), will progress at the following rates:

Trainee in Grade	Minimum	increase of .05/Hr. each 3 months	Maximum
87	4.100	16 increments of .05 per hour	4.905
86	4.090	14 increments of .05 per hour	4.795
85	4.000	12 increments of .05 per hour	4.605
84	3.960	10 increments of .05 per hour	4.465

Section 7. Each Trade Trainee will be reviewed each three (3) months for work performance. If his performance is satisfactory he will receive a wage increase of $0.05 per hour after each such review until he reaches a maximum rate for Trade Trainee in his trade.

Section 8. At any time a Trade Trainee fails to progress for two (2) review periods, he will be returned to his former classification and pay, in the case of a transferred employee, or terminated in the case of a new hire.

Section 9. a) A committee will be formed solely for the purpose of reviewing cases involving progress of Trades Trainees. This committee shall assume no responsibility or role concerning the assignment of classifications or the selection of personnel for the trades. The committee will be composed of two (2) permanent members: one from management and one from the bargaining unit, plus two (2) additional members from management and two (2) additional members from the bargaining unit whose appointments will be temporary and dependent upon the job in question. The Director of Physical Plant will appoint the management representatives and the President of the Union will appoint the representatives from the bargaining unit.

b) It is agreed that matters dealing with classification and normal upgrading of Trainees will not be subject to the grievance procedure. The decisions of the committee involving questions of progress will be binding.

Section 10. New employees in all grades normally will be hired at the minimum rate for the job. However, partially trained or experienced applicants can be hired up to the mid point of the range for their job at the discretion of the Director of Physical Plant or his designated representative.

UC 51

Section 11. a) General increase for employees in grades 1 through 9 will be as follows:

Grade	July 1, 1974	July 1, 1975	July 1, 1976
9	$.29 per hour	$.27 per hour	$.33 per hour
8	.28 per hour	.26 per hour	.32 per hour
7	.27 per hour	.24 per hour	.30 per hour
6	.25 per hour	.23 per hour	.29 per hour
5	.24 per hour	.22 per hour	.27 per hour
4	.23 per hour	.21 per hour	.26 per hour
3	.20 per hour	.18 per hour	.20 per hour
2	.20 per hour	.18 per hour	.20 per hour
1	.20 per hour	.18 per hour	.20 per hour

b) The rate schedule for grades 1 through 9, including the July 1, 1974 increase, will be as follows:

Grade	Minimum	2	3	4	Maximum
9	4.135	4.215	4.305	4.395	4.485
8	3.955	4.035	4.115	4.195	4.285
7	3.765	3.835	3.915	3.995	4.075
6	3.595	3.665	3.735	3.805	3.885
5	3.435	3.495	3.565	3.635	3.705
4	3.265	3.325	3.385	3.445	3.515
3	3.085	3.135	3.195	3.255	3.315
2	2.935	2.985	3.035	3.085	3.145
1	2.755	2.805	2.855	2.915	2.975

c) Group leaders for the 1 through 9 grades, will be paid on progression of the grade next higher than the workers they lead.

d) Employees in grades 1 through 9 not yet at the maximum rate for their grade will be reviewed every three (3) months and based on satisfactory performance will be advanced to the next step until they reach the maximum rate for their grade.

Section 12. If a University representative with appropriate supervisory authority requests an employee to perform the total work of a higher classification for a minimum of one full shift, the employee shall receive the minimum pay rate for the higher classification for that shift, or his regular rate, whichever of the two is higher.

ARTICLE X

Hours of Work and Overtime

Section 1. Nothing in this Agreement shall be construed as a guarantee or limitation of hours to be worked per day, per

week or for any other period of time or as a limitation on the right of the University to require reasonable amount of overtime work.

Section 2. The normal workweek is forty (40) hours scheduled consistent with the needs of the University.

Section 3. a) Except as specifically provided herein, the normal workday will be eight (8) hours with time off without pay for lunch. The normal workweek will be five (5) consecutive days, Monday through Friday, except within the Stream Station.

b) Steam Station

1) Daily and weekly work schedules may be changed by the University from time to time to meet varying conditions.

2) The normal workweek, including the time and one-half and double time days, will be posted and paid according to the schedule which will be posted in the Steam Station one week prior to the first workday of each month.

3) The floating holiday will not be taken during a scheduled six (6) day workweek or if taken during the six (6) day workweek the personal holiday will not count as time worked in calculating overtime pay and will be paid at the straight time rate.

Daily and weekly work schedules shall be made by the University and such schedules may be changed by the University from time to time to meet varying conditions.

Section 4. Time and one-half the regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one workday or in excess of forty (40) hours in any one workweek but an employee shall not be entitled to both weekly and daily overtime pay. If an employee is required to work on any of the included holidays he shall be paid, in addition to his holiday pay (if he is entitled thereto) one and one-half times his regular straight time hourly rate for each hour worked on such day. For the purpose of computing overtime, paid holidays, paid vacation, paid personal time, paid sick time, or any other paid time off covered in this Agreement shall not be considered time worked except with reference to paid holidays as provided in Section 6 below. Opportunity for overtime work shall be rotated within a shop provided the employee has the skill and ability to perform the required work. Qualified employees who refuse overtime shall be charged as if they had worked and will be rescheduled accordingly.

Section 5. All work performed on Sunday shall be paid for at double the regular rate of pay except when Sunday is part of

the employee's regular scheduled workweek (such as within the Steam Station).

Section 6. When a holiday occurs during the normal workweek (i.e. Monday-Friday) employees, who are entitled to holiday pay for such day, shall be paid time and one-half for overtime worked on the Saturday in the calendar week in which such holiday occurs. This provision does not apply to those employees whose regularly scheduled workweek includes a Saturday or who have been absent for any other day in that week.

Section 7. The first shift is any shift that regularly starts at or after 5:00 a.m. but before 2:00 p.m. The second shift is any shift that regularly starts at or after 2:00 p.m. but before 10:00 p.m. The third shift is any shift that regularly starts at or after 10:00 p.m. but before 5:00 a.m.

Section 8. All employees who regularly work second (2nd) or third (3rd) shifts shall receive in addition to normal pay a $0.15 per hour differential.

Section 9. Posting of overtime worked by shop will be maintained on an annual basis within each shop and updated no less than monthly.

ARTICLE XI

Seniority

Section 1. Seniority is defined as the length of service of any employee, starting with the employee's most recent date of hire on a full time basis.

Section 2. Each new employee engaged by the University shall be deemed, for the first sixty (60) days of his employment, to be engaged for a trial or probationary period during which period the University may discharge such employee and such discharge shall not be subject to the grievance procedure. During such period, the employee shall be entitled to no seniority rating or right. If such newly hired employee has successfully completed the probationary period, the employee shall be credited with seniority as of the date of hire. Effective July 1, 1975, the current sixty (60) day probationary period will be reduced to forty-five (45) days.

Section 3. The term "occupation" is hereby defined as meaning those job titles or job classifications which are listed under the various labor grades on Appendix I to this Agreement.

Occupational seniority is defined as follows:

a) the most recent date an employee enters one of the occupations listed on Appendix I under grades 84, 85, 86 or 87.

b) overall seniority as defined in Section 1 above, shall constitute the occupational seniority of all other occupations.

Section 4. In the event of a layoff, the University shall determine the number of employees, the occupations affected and such layoff shall be in accordance with occupational seniority (as provided in Section 3) provided the remaining employees in such occupation have the skill and ability to perform the required work of such occupation. Employees affected by lack of work shall have the opportunity to displace an employee with less service within the occupation that the affected employee previously held. In the event of recall the employee with the greatest occupational seniority will be recalled first.

Section 5. a) In the event of a layoff, the University agrees that divisional officers of Local 200 (as defined below) while holding such offices, shall be the last to be laid off from their respective occupations provided they then have the qualifications, skill and ability to perform the available work.

b) The University and the Union agree that the officers so covered in (a) above are: President, Vice President, Recording Secretary and Chief Stewards. In no event shall the number of officers protected under this Section exceed seven (7).

Section 6. Employees covered by this Agreement shall lose seniority for the following reasons:

A. Discharge for just cause.

B. Resignation or retirement.

C. After having been on layoff for a period of one year or longer.

D. Failure to contact the University within three working days of receipt of registered letter with reference to a recall.

E. Failure to return to work within seven working days after receipt of registered letter in reference to recall.

F. Failure to return to work immediately at the expiration of any authorized leave of absence or failure to notify the University of the reason for any absence within three consecutive work days.

ARTICLE XII

Transfer and Promotion

Section 1. All permanent job vacancies will be posted for five (5) working days. Preference shall be given to employees

within the occupation where a vacancy exists before considering employees from other occupations.

Section 2. Whenever a vacancy for a job occurs, and there are no interested and qualified employees within the occupation where the vacancy occurs, the University will give consideration to other employees who have indicated, in writing, a desire to be considered and to employees who, because of previous experience or training, are considered eligible by the University. In the event that experience, training and skill are equal, the candidate with the most seniority will be given preference.

Section 3. A transferred employee shall serve a trial period of up to sixty (60) days, during which time his qualification shall be judged for permanent transfer. After completion of this trial period, the employee shall be given credit for this period toward his new occupational seniority. Any trial time spent in the new occupation shall be credited to the employee's former occupational seniority in the event he is deemed unqualified for the new occupation. Effective July 1, 1975, a transferred employee shall serve a trial period of up to forty-five (45) days.

Section 4. The posting of laborer and grounds jobs will be accomplished consistent with the above. However, only those employees in Custodial or Dormitory who have satisfactorily completed their probationary period may apply for such openings.

Section 5. Where there are no qualified employees available to fill vacancies, the University reserves the right to hire qualified employees.

ARTICLE XIII

Discharge and Discipline

Section 1. It is mutually agreed that no employee who has been employed beyond the probationary period will be discharged or disciplined without just and adequate cause, and that such cause shall be subject to the provisions of the grievance procedures of this Agreement.

Section 2. It is also understood that any charge levied by the employer against any employee will be substantiated with a reasonable amount of proof.

Section 3. Except in emergency situations, the employer will notify the Union, in writing, normally within three (3) regular working days, when it discharges an employee and give a reason for such action. The employer will also notify the Union when it takes other disciplinary action.

Section 4. Unless such case of discharge or discipline is processed through the normal grievance procedure within five

(5) working days of the date of such discharge or discipline, such action shall be deemed as taken for just cause.

ARTICLE XIV

Grievance and Arbitration

Section 1. A grievance shall be any matter involving interpretation or application of this Contract and shall be subject to the following procedure:

Step 1. A grievance shall be first raised orally by the employee with or without Union representation, to his immediate foreman.

Step 2. Any grievance unresolved in Step 1 shall be reduced to writing, signed by the employee or his Union representative, and submitted to the employee's appropriate department director within five (5) regular workdays following the occurrence giving rise to the grievance. Within ten (10) regular workdays after timely receipt of the written grievance, the appropriate department director shall give a written answer to the employee and the Union.

Step 3. If the grievance is not resolved in Step 2 the Union shall notify the University Personnel Director. The Union and the University Personnel Director shall meet at a time mutually convenient, for the purpose of resolving the dispute. This meeting shall be held within ten (10) regular workdays following delivery of the department director's written answer in Step 2.

Step 4. If no satisfactory settlement is made in Step 3, and if the grievance concerns an alleged University violation of an express provision of this Agreement, then the Union has thirty (30) calendar days after the Step 3 meeting to submit the matter in writing (copy to the University) to a mutually agreed on arbitrator, or, if none, to the American Arbitration Association in accordance with its voluntary arbitration rules. The decision of the arbitrator shall be final and binding on each party. Such arbitration shall be held, if possible, during normal work hours.

Section 2. The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement nor shall he have the power to imply any obligation not expressly set forth in this Agreement. No award shall be effective retroactively beyond the date the grievance was first raised orally with the foreman.

Section 3. The fees and expenses of the Arbitrator shall be shared equally by the University and the Union.

Section 4. Any settlement between the University and the Union at any stage of the grievance procedure shall be binding on the University, the Union and the aggrieved employee or employees.

Section 5. Unless the grievance is raised, served in writing, referred, appealed, and submitted to arbitration within the time limits at each stage herein set forth, and which may be extended only by the written consent of both the University and the Union, it shall be deemed that the parties have waived the right to arbitration and the matter shall be deemed closed.

ARTICLE XV

Disability Benefits Plan

Section 1. The University agrees to provide a disability benefits plan for both "on the job" and "off the job" illness, or injury, for both regular full-time and regular part-time eligible employees with more than one year of credited service. The employee's contribution will be one-half of one percent of wages up to a maximum of one dollar per week.

Section 2. The plan provides eligible employees each January 1 with three (3) days of normal pay at base wage rate for absence due to injury or sickness during the calendar year. (See prorating proviso for those employees who complete one year of service during calendar year.)* After these days are used, each additional day of absence for disability will be covered under the Disability Benefits Plan and weekly benefits will be paid at the rate of 70% of the first $142.87 of straight time wages and at the rate of 60% of the remaining straight time wages for twenty-six (26) weeks in any fifty-two (52) week period.

Eligible part-time employees will receive disability benefits calculated on their average straight time earnings for the six (6) week period immediately preceding the date of disability. Maximum daily rates will be calculated at the rate of one-fifth of maximum weekly benefit (or as defined by New York State Statutory D.B.L.)

If the employee is still unable to return after twenty-six (26) weeks he may use, at that time, any additional days accumulated under the former plan of October 1966 and credited as of December 31, 1969.

Section 3. a) In order to receive disability benefits the employee must comply with filing requirements under Workmen's Compensation and/or Disability Benefits laws.

b) When it appears that there is abuse of Disability Benefits, the employee must be advised in writing, in advance, that medical evidence may be required for any period of disability.

When an employee is advised that he has been using excessive disability benefits or abuse is suspected the Disability Benefit usage record in question will be outlined in a warning memorandum and the employee may be requested to submit medical evidence when additional disability benefits are used.

Cases requiring a doctor's certificate for each absence due to illness, when abuse of disability benefits is suspected, will be periodically reviewed for the purpose of determining whether such penalty may be eliminated. If such request is made by the employee, this review may take place three (3) months after such notice was issued, and will be routinely reviewed for the same purpose every six (6) months. The Union will be informed of action taken upon request.

Section 4. If the employee covered by this plan has not been absent in the calendar year due to an injury or illness, the employee will receive up to three (3) days pay as a bonus. Pay will be calculated at the hourly rate in effect as of the last week in December.

•If the employee completes one full year of continuous service during the calendar year he will be credited with full pay for sick days as follows:

Completion of one year in the period of January 1 through April 30—3 days.

Completion of one year in the period of May 1 through August 31—2 days.

Completion of one year in the period of September 1 through December 31—1 day.

Each employee so credited would then be eligible for 70% days as in Section 2 above.

Section 5. See "Disability Benefits Plan" booklet for details.

ARTICLE XVI

Health Care Plan

Section 1. The University agrees to continue for the life of this Agreement the Health Care Plan as amended July 1, 1974. This will include changes in benefits provided for eligible employees who are enrolled in the "Plan" at that date or who may become members of the "Plan" during the life of the Agreement. Details of the "Plan" are available in the Group Health Care certificate which will include the following:

Section 2.

Maximum Benefit: $50,000

Deductible. $50 per insured individual per calendar year, limited to maximum of $150 per family per year.

Coinsurance: 80%–20%

Stop Loss Agreement: The maximum payment per insured individual for deductible and coinsurance will be limited to $1000 for the balance of 1974 (July 1, 1974 to December 31, 1974) and for calendar year beginning 1975.

In-Hospital: $500 in full, then 80% of any remaining costs.

Surgical: No deductible; 80%–20% coinsurance.

Maternity: $300.00

Contributions: The employee's share of the cost will not be increased during the life of this Agreement.

Section 3. Employee contributions for Group Health Plan will be waived for any weekly pay period in which employee receives only disability benefits. The waiver of premium will not extend beyond the duration of benefits under the Disability Benefits Plan.

ARTICLE XVII

Group Life Insurance

Section 1. The University will provide Group Life Insurance coverage for eligible employees of those covered by the Agreement as follows:

a) Under Plan A, $3,000 of life coverage and $3,000 of Accidental Death & Dismemberment on a non-contributory basis.

b) Additional insurance may be purchased by the employee on a shared cost basis at rates currently in effect.

Section 2. Employee contributions for Group Life Insurance Plan will be waived for any weekly pay period in which an employee receives only disability benefits. The waiver of premium will not extend beyond the duration of benefits under Disability Benefits Plan except as provided in the Group Life Insurance Plan.

Section 3. Details of the Plan are described in the Group Life Insurance certificate.

ARTICLE XVIII

Retirement

Section 1. Effective July 1, 1975, the University will establish a non-contributory Retirement Plan for eligible employees as follows:

a) Effective July 1, 1974, the University monthly benefit amount will be the greater of:

1) Forty-five (45) percent of the highest average of five (5) years earnings in the last ten (10) years of service, increasing by ½% for each additional year of service beyond ten (10) years to a maximum of fifty-five (55) percent for thirty (30) years of service, offset by 83⅓% of the employee's primary Social Security benefit, or

2) The amount of benefit earned as of July 1, 1974 for employees who have qualified for benefits under the former Pension Plan.

b) *Normal retirement date* is age 65 with ten (10) or more years of credited service.

c) *Early retirement*—an early retirement benefit with actuarily reduced benefits may be payable to employees who reach age 62 with ten (10) years or more of credited service.

d) *Vesting*—100% vested benefits after fifteen (15) years of credited service.

e) *Optional Retirement Benefit*—prior to retirement in lieu of life income, an employee can elect joint and ⅔rds benefits to spouse, or ten (10) or twenty (20) year Certain Payments both as computed by actuarial tables.

ARTICLE XIX

Holidays

Section 1. There will be ten (10) paid holidays each calendar year. The seven (7) scheduled holidays are:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
	Christmas Day

Section 2. Two (2) holidays will be granted at varying times dependent upon the University schedule. The exact two (2) days will be announced each year no later than the last day of February.

Section 3. An employee will have the option of selecting any day as the tenth holiday providing he notifies his supervisor at least one week in advance of the day he chooses.

Section 4. Pay for these holidays will be given to all employees actively employed on the day before and the day after

such holiday. Unexcused absence on the last scheduled working day before, or the first scheduled working day after the holiday will make the employee ineligible for pay for the holiday.

Section 5. If any of the above paid holidays under Sections 1 and 2 shall fall on a Saturday, it shall be observed on the preceding Friday.

Section 6. If any of the above paid holidays under Sections 1 and 2 shall fall on a Sunday, it shall be observed on the following Monday.

Section 7. An eligible employee shall receive eight (8) hours pay at his regular straight time hourly rate for each holiday.

ARTICLE XX

Vacation

Section 1. Vacation with pay shall be granted to eligible employees covered by this Agreement in accordance with the following schedule and subject to the qualifying requirements set forth herein.

Continuous Service	Amount of Vacation
Completed 1 through 5 yrs.	2 weeks (10 workdays)
Completed 6 yrs.	2 weeks and 1 day
Completed 7 yrs.	2 weeks and 2 days
Completed 8 yrs.	2 weeks and 3 days
Completed 9 yrs.	2 weeks and 4 days
Completed 10 yrs.	3 weeks (15 workdays)
Completed 11 yrs.	3 weeks and 1 day
Completed 12 yrs.	3 weeks and 2 days
Completed 13 yrs.	3 weeks and 3 days
Completed 14 yrs.	3 weeks and 4 days
Completed 15 yrs.	4 weeks (20 workdays)

Section 2. Effective July 1, 1975, vacation benefits will be increased to five (5) weeks for employees after twenty (20) years or more of credited service.

Section 3. The vacation year shall be the calendar year and may be taken at any time during the calendar year that is mutually agreeable to the University and the employee. Normally, pay in lieu of vacation will not be granted. Also, vacation cannot be accrued from year to year.

Section 4. If an employee is transferred to another department, any vacation time accumulated will transfer with him.

Section 5. If a University-recognized holiday falls within an employee's vacation period, the day shall not count as a vacation day on the employee's record.

Section 6. Vacation requests should be received by the employee's supervisor at least (10) days before such vacation in order that pay for this period may be made before the vacation period begins.

Section 7. Vacation pay will be calculated by multiplying the regular straight time hourly rate the employee would receive if he had worked, by the number of work hours per week or day in his normal schedule up to a maximum of forty (40) hours per week.

ARTICLE XXI

Leave of Absence

Section 1. Each regular full-time employee must have at least one full year of continuous service to be eligible to apply for leave of absence without pay. Such leave may be granted for a period up to one year.

Section 2. Application for leave of absence request should be submitted, in writing, to the employee's foreman and approval should not be unreasonably withheld. The work requirements of the University may constitute a valid reason for withholding approval for leave of absence. This request will be subject to approval by the Director of Personnel. The Union will be notified of approved requests.

Section 3. An eligible employee who is a member in good standing of the Group Life and Health Insurance Plan may continue the coverage while on approved leave of absence by paying in advance the total premium for a period not less than one (1) month.

Section 4. The seniority of the employee will not be broken nor will the time spent on leave of absence be counted toward total seniority.

Section 5. Any employee who, during his leave of absence, is employed elsewhere without prior permission or who fails to return immediately upon expiration of his leave of absence, shall be deemed a voluntary quit.

ARTICLE XXII

Personal Business

Section 1. Employees with one (1) year or more continuous service will be allowed two (2) days of personal leave with pay for eight (8) hours at their regular straight time hourly rate for each such day during each calendar year.

Section 2. Employees should request such personal leave for personal business purposes from their foreman before 12:00 o'clock noon on the day prior to the day requested.

Section 3. If, due to shortage of personnel or any reason involving job requirements, the University is unable to grant such personal leave at the time requested, another day shall be substituted on a mutually agreeable basis.

ARTICLE XXIII

Bulletin Boards

Section 1. The Union shall have the right to have notices posted on bulletin boards designated for such purpose.

Section 2. All such notices will be submitted to the Director of Personnel or his designated representative and such notices will be posted by the Union and restricted to Union meetings and announcements, Union elections and results thereof, and social and recreational affairs.

ARTICLE XXIV

Educational Benefits

The University agrees that educational opportunities are available for both the employees covered by this Agreement and their families. If an employee dies at a time when one of his dependents is in college and receiving educational benefits under this Article, that dependent will continue to receive the educational benefits provided in this Article.

Information concerning eligibility for tuition-free opportunities for an employee's children and spouse may be obtained from the Personnel Department through the employee's supervisor.

ARTICLE XXV

Death in Family

Section 1. The University agrees that up to three (3) days of leave with pay for which the employee would otherwise be scheduled to work will be authorized within five (5) days from date of notification of death in the immediate family. Requests for extension of leave beyond the three (3) days may be charged to earned vacation, if such extension seems justified by the employee's supervisor.

Section 2. The immediate family includes mother or father, foster or stepparents, husband or wife, son or daughter, sister

or brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren.

ARTICLE XXVI

Court and Jury Duty

The University agrees that, for all employees covered by this Agreement, it will pay each employee the diffffference Letween the jury or court fee and the employee's base hourly straight time rate, provided said employee has notified his supervisor with proof of his subpoena or notice to serve.

ARTICLE XXVII

Volunteer Fire Fighting

The University agrees that the full pay of an employee continues during the time spent by him during his normal working hours in fighting fires, provided he is a bona fide member of such unit that is engaged in the activity and has presented such proof as required by the University.

ARTICLE XXVIII

Call Back Pay

The University agrees that any employee covered by this Agreement who is called back, after completing his regular shift and leaving the premises, or is called in prior to his normal work schedule, shall be guaranteed a minimum of three (3) hours pay or work at the prevailing rate. Any employee who refuses assigned work shall not be eligible for this guaranteed minimum.

ARTICLE XXIX

Auto Expense

The University agrees that when it becomes necessary for an employee covered by this Agreement to use his private automobile for business of the University, he will be reimbursed, provided such action was approved by the employee's supervisor prior to such use. This allowance will be at the rate of thirteen and 50/100 ($13.50) dollars per week for those driving three (3) days or more in any one week and three ($3.00) dollars per days for those driving two (2) days or less in one week.

Effective July 1, 1976 the rate will increase to fourteen and 50/100 ($14.50) dollars per week for those driving three (3)

65

days or more in any one week and three and 20/100 ($3.20) dollars per day for those driving two (2) days or less in one week.

ARTICLE XXX

Rest Period

Section 1. The University agrees that all employees covered by the Agreement will continue to receive a paid rest period of fifteen (15) minutes during both the first and the second half of each regular work day.

Section 2. Any employee who works twelve (12) consecutive hours or more shall be reimbursed at the rate of two and 50/100 ($2.50) dollars for a meal.

ARTICLE XXXI

Wash-up Time

The University agrees that all employees covered by this Agreement shall have a period of five (5) minutes before the midshift meal period for wash-up time and ten (10) minutes at the end of the work shift for the purpose of cleaning and replacing work tools and washing-up.

ARTICLE XXXII

Agreement Subject to Applicable Law

In the event any applicable law or court or administrative order or ruling is or shall be in conflict with any provision of the Agreement, the provision in such conflict shall be made by mutual agreement to conform to the law, order or ruling, and otherwise the Agreement shall continue in full force and effect.

ARTICLE XXXIII

Notice or Communication

Any notice or communication shall be conclusively deemed for all purposes hereunder to be effectively given if delivered or sent by mail addressed, in the case of the Union to the President of the Union with a copy to the Union Divisional President, and in the case of the University to Syracuse University, Syracuse, New York, attention: Director of Personnel.

ARTICLE XXXIV

Duration of Agreement

This Agreement shall become effective as of the date of its signing and shall continue in effect until June 30, 1977 at midnight, and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to any termination date either party serves written notice on the other of a desire to amend or modify the Agreement.

ARTICLE XXXV

Application of Contract

This contract shall be binding on the parties hereto and their successors or assigns.

The undersigned are duly authorized representatives of Syracuse University and Local 200 of General Service Employees International AFL-CIO and hereto have executed this Agreement on the date and year indicated below.

For the University

Clifford L Winters Jr

by: Clifford L. Winters, Jr.
Vice Chancellor for
Administrative
Operations

date: September 6, 1974

For the Union

Walter J. Butler

by: Walter J. Butler
President

date: September 6, 1974

Negotiating Committee

Charles D Ruffley
Raymond H Kucinski
William F O'Hara
Anna Lauba
Rev. J. Hugh Leahy
Ella Peterkoudt
Seimas Pittman
Richard A Castellini

APPENDIX I

Grade 87
- Electrician
- Electronics Technician
- Air Conditioning and Refrigeration Mechanic
- Elevator Mechanic
- Plumber
- Steam Fitter
- Sheet Metal Mechanic
- Equipment Maintenance (Steam Station)
- Steam Plant Operator

Grade 86
- Mason
- Carpenter
- Locksmith
- Master Machinist
- Master Welder

Grade 85
- Auto Mechanic
- Machinist
- Panel Control Man (Steam Station)
- Welder

Grade 84
- Painter
- Glazier

Grade 9
- General Maintenance Man
- Water Treater (Steam Station)
- Heavy Equipment Driver

Grade 8
- Moving Crew—Leader
- Service Man—Small Motors
- Filter Man—Leader
- Meter Maintenance (Steam Station)
- Warehouse—Leader

Grade 7
- Truck Driver (Overland)
- Oil Truck Driver
- Filter Changer
- Truck Driver—Leader
- Machine Operator (Mail Room)
- Stock Clerk—Warehouse—Stores

Grade 6
- Truck Driver (Local)
- Groundsman
- Utility Worker
- Inserting Machine Operator (Mail Room)
- Dispatcher—Garage

Grade 5
- Laborer
- Cycle Crew (Custodial)
- Leader (Janitors)
- Window Washer
- Mail Man
- Helper—Warehouse–Stores

Grade 4
- Janitor—Steam Station
- Sorter—Mail Room

Grade 3
- Janitor
- Inspector—Dormitories
- Outgoing Stamp Machine Operator (Mail Room)